



INVESTAIN

Client Agreement

1. Interpretations and Definitions

In these terms, the following words and expressions shall be understood as:

Abnormal Market Conditions: This includes, but is not limited to, periods of rapid price changes, significant rises or falls in one trading session that may lead to trading suspension or restrictions according to the exchange rules, lack of liquidity, or similar occurrences during the opening of trading sessions.

Account: The trading account assigned to the Client by the Company, identified by a unique account number, and used for executing trades.

Account Statement: A periodic summary of all transactions credited or debited to an Account.

Agreement: This refers to the Client Agreement, along with any attached documents or notices, including the Risk Disclosure Policy, Execution Policy, Conflict of Interest Policy, and any other applicable policies provided by the Company or displayed on the website. These terms may be periodically updated.

Applicable Law and/or Regulations: This refers to the rules and regulations of Mauritius or the relevant market, including any other applicable laws of Mauritius.

Business Day: Any day that is not a Saturday, Sunday, or public holiday in Mauritius, or other holidays announced on the Company's website.

Client: The individual or legal entity that the Company accepts as a client, to whom services and products are provided in accordance with the client agreement and its appendices.

Client Money: The funds deposited by the Client in their Trading Account(s), adjusted by any unrealized or realized profit or loss, and any amount owed by or to the Client and Company.

Company: Refers to INVESTAIN Ltd, registered in the Republic of Mauritius under license number GB24202963.

Contract for Difference (CFD): A financial instrument in which the buyer and seller agree to exchange the difference between the current value of an underlying asset and its future value. If the difference is negative, the buyer pays the seller. The contract pertains to price fluctuations in the underlying asset.

Counterparties: The banks or brokers through whom the Company may cover its transactions with Clients.

Currency Pair: The subject of an FX Contract, based on the price changes between two currencies, consisting of the Quote Currency and the Base Currency, and reflecting how much of the Quote Currency is required to purchase one unit of the Base Currency.

Currency/CFD Spreads: The difference between the Ask and Bid prices of an Underlying Financial Instrument at the same time.

Contract: Any agreement, whether verbal or written, for the purchase or sale of a currency or related transaction entered into between the Company and the Client.

Churning of Trades: Excessive trading behavior that may lead to higher commission costs and reduce the likelihood of profitability for the account.

Derivative: Includes futures and options contracts on securities, indices, interest rates, currencies, futures, or commodities.

Discretionary Account: An account in which the Client has authorized another individual to manage and execute trades.

Execution: The completion of a Client's orders on the Company's trading platform, where the Company serves as the execution venue for the Client's transactions.

Equity: Refers to the account balance, adjusted by any profit or loss from open positions.

Information: Any data or details provided by you or obtained by us that relate to you, your account, or our services.

Leverage: A ratio that compares the size of a transaction to the initial margin. For example, a 1:100 ratio means the initial margin is 100 times smaller than the transaction size.

Margin: The funds required in a trading account to open and maintain an open position.

FX Contract or Forex: A type of CFD where the underlying asset is a currency pair, representing foreign exchange.

Services: The services provided by the Company under this Agreement.

Spread: The difference between the Ask Price and the Bid Price of a financial instrument or its underlying asset at the same time.

Segregated Accounts: Accounts that hold client funds separately from the Company's funds, in the client's interest. These accounts may be available in currencies such as the Mauritian Rupee, U.S. Dollar, Euro, or British Pound Sterling. The Company carefully selects the banks or providers where client funds are held to safeguard those funds.

Trading Platform: Any online platform made available by the Company for trading.

Website: Refers to www.investain.com or any other site operated by the Company.

2. Introduction

- a) This client agreement ("the Agreement") is made between INVESTAIN Ltd ("the Company", "We", or "us") and the undersigned client. Collectively referred to as "the Parties," and individually as a "Party".
- b) With this Agreement and upon successful account opening, the Company agrees to open and maintain one or more accounts for the Client. The Company may act as principal or agent in receiving, transmitting, executing, or clearing the Client's orders for transactions, which include but are not limited to contracts for differences, options, commodities, or other financial products.
- c) By accepting this Agreement, the Client acknowledges they have read, understood, and accepted the terms of this agreement, including supplementary documents and policies available on the Company's website.
- d) The Company, its directors, employees, or representatives, do not provide investment advice, portfolio management, legal, tax, or other advice. The Client is responsible for assessing transactions independently. If uncertain, the Client should seek independent advice before entering any agreements.

3. Commencement

- a) This Agreement will take effect from the date the Client is notified of successful account opening and will continue in force unless terminated.
- b) The Company reserves the right to accept or reject a Client at its sole discretion, subject to the completion and accuracy of the required documentation.
- c) The Company may request an initial deposit from the Client to activate the trading platform. The Company can also request margin calls, which the Client must fulfill within one day unless otherwise specified by the Company. Failure to comply may result in service suspension or termination until the requirements are met.

4. Services

- a) The Company will maintain one or more accounts for the Client and provide services related to CFDs and Derivatives, including but not limited to foreign exchange contracts, metals, equity indices, and commodities.
- b) Detailed descriptions of the services and how they are executed will be specified in a separate document.
- c) The Company may hedge the Client's positions partially or entirely through third parties.

- d) The Company will take reasonable steps to ensure the Client understands the risks associated with different financial products. Clients must review all relevant risk documents available online.
- e) The Company will issue trade confirmations within one working day of execution.
- f) The Company may provide monthly account statements upon request. Clients can access their account history at any time and may submit written requests to the Company.
- g) The Company ensures its staff has the necessary knowledge and training to explain product risks to Clients.
- h) Clients must fund their accounts before initiating any trades. All deposits and withdrawals are monitored and recorded. Withdrawal requests must be made in writing.
- i) The Company may execute transactions even if they are deemed unsuitable for the Client, without an obligation to monitor or close the Client's open positions unless required by law or agreed in writing.
- j) The Company may request information about the Client's investment knowledge and experience to determine the suitability of services or products. If the Client refuses or provides false or insufficient information, the Company cannot assess appropriateness.
- k) The Company does not engage in "Churning of trades" to generate commissions on behalf of its clients.

5. Margin Requirements

- a) The Client must provide and maintain the Initial Margin as required by the Company. Funds must be transferred to the Company's bank account in cleared form. The Client is responsible for understanding margin calculations.
- b) The Client must pay the Initial Margin when opening a position. Margin amounts for each instrument are defined in the Contract Specifications.
- c) If no Force Majeure Event has occurred, the Company can change margin requirements with three business days' written notice.
- d) In the case of a Force Majeure Event, margin requirements can be changed without prior notice.
- e) The Company may close open positions without the Client's consent or notice if the equity falls below a specified rate, as outlined on the website.
- f) Clients must notify the Company if they believe they will be unable to meet a margin payment when due.

6. Payments

Clients may deposit funds into their Trading Accounts at any time.

- a. If a client submits a request to withdraw funds from their Trading Account, the Company will process the payment on the same day the request is made, or the next business day if the request is received outside regular trading hours, provided the following conditions are met:
 - The withdrawal request contains all necessary details.
 - The payment is made via bank transfer to the Client's own account (payments to third-party or anonymous accounts are not accepted).
- b. At the time of withdrawal, the Client's Free Margin must exceed the requested withdrawal amount, including all payment fees.
- c. The Client acknowledges that all outgoing payments must go to the same destination as incoming funds. Clients may only withdraw funds to their country of origin.
- d. Clients can withdraw profits exceeding their original deposit to a bank account in their name, provided they submit the necessary documentation to the Company.
- e. All payment fees will be charged to the Client's Trading Account. If the Client requests account closure, any balance remaining after fees are deducted will be transferred. If the fees exceed the balance, no payment will be made, and the account will be closed.
- f. If a Client owes more than the available funds in their Trading Account, the Client must pay the excess amount within two working days of the obligation arising.
- g. The Company does not guarantee that trading losses will be limited to the available funds in the Client's account(s).
- h. Any incoming payments will be credited to the Client's Trading Account within one (1) business day after the Company's bank clears the funds.

7. Communications & Notifications

- a. Clients must provide instructions or requests through the Client platform. For other issues, Clients may use their registered email, phone number, or live chat.
- b. Written notices may be sent via the platform, internal mail, email, fax, or registered mail.
- c. The Company will use the contact details provided by the Client (address, email, fax) for all communications.
- d. Clients must inform the Company immediately of any changes to their contact details via email at support@investain.com.
- e. Notices are deemed received as follows:

- i. Emails - within four hours of sending.
 - ii. Internal platform mail - within four hours of sending.
 - iii. Post - seven calendar days after mailing.
 - iv. Company news webpage - within four hours of posting.
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- f. Confirmation of transactions, balances, equity, and orders will be considered final unless the Client raises an issue in writing. If an error is found, the account will be adjusted to its correct state.
 - g. Clients must object to trade confirmations immediately or in writing within one (1) business day after execution. Failure to object will confirm acceptance of all actions.
 - h. Clients are responsible for notifying the Company in writing of any changes to their personal details.

8. Commission, Charges, and Other Costs

- a) Clients must pay commissions, charges, and costs as specified in the Contract Specifications, displayed on the Company's website.
- b) The Company reserves the right to change commissions, charges, and costs without prior notice but will inform Clients of any updates.
- c) If a client is introduced by a Partner (Introducer or Affiliate), the Company may pay a fee or commission based on the Client's traded volume or other criteria. The Company will disclose details at the Client's request.
- d) Clients will be notified if the Company pays fees to any third party acting on their behalf.
- e) Clients are responsible for any stamp duties related to this Agreement or required documentation.
- f) Clients are solely responsible for filing taxes, returns, and reports related to any transactions with relevant authorities.
- g) Commissions and fees will be affected according to Applicable Regulations.

9. Leverage

- a) Clients understand that marginal trading involves leverage, which increases both potential profit and risk. For more details, refer to the Company's website.
- b) Leverage may be adjusted at the Company's discretion, with prior notice to the Clients.

10. Client Money & Safeguarding

- a) The Company segregates Client funds from its own in separate accounts with reputable banks, in accordance with applicable laws.
- b) Client funds will be placed in "Client Accounts," and this applies to payment processing companies as well.
- c) The legal framework for banks outside Mauritius may differ, and Client money may be treated differently in case of insolvency or similar events.
- d) Client funds may be held in an omnibus account, combining multiple Client funds, and the Company is not liable for any losses due to insolvency or other actions by third parties.
- e) No interest is paid on Client funds held in credit institutions, and Clients waive all rights to interest.
- f) Segregated funds may be held outside of Mauritius or transferred to brokers, agents, or counterparties. The Company is not responsible for the solvency or actions of these third parties.
- g) The Company reconciles Client funds on a daily basis and makes necessary transfers by the end of the business day.
- h) The Company carefully selects and periodically reviews institutions where Client funds are held but assumes no liability for defaults.
- i) Client funds may be deposited with third parties to facilitate trading.
- j) Merchant accounts are used for payment settlement, not safekeeping of Client funds, and any rolling reserve by the payment provider will not affect the Client's trading account balance.
- k) Clients must comply with laws regarding fund transfers and ensure that any transfers meet jurisdictional requirements.
- l) Fund transfers are converted into the trading account currency at the Company's internal exchange rate if necessary.
- m) Client money provisions are subject to the terms and conditions of the institutions where the funds are held.
- n) Client funds may be pooled with other Clients' funds, and in case of an institution's default, Clients may share proportionate losses.
- o) The Company exercises due care in selecting and reviewing third parties handling Client funds.
- p) The Company is authorized to make deposits or withdrawals on the Client's behalf to settle transactions.
- q) The Company ensures safety in maintaining merchant accounts for payment transactions and reviews service providers periodically.
- r) The Company may list payment providers on its website, and Clients are responsible for following any claims processes in case of third-party default.
- s) The Company maintains proper records and conducts audits for transparency.
- t) In the event of insolvency, Client funds may be protected through segregation, but the outcome depends on the jurisdiction's laws.
- u) In case of a financial institution's default, the Client may have only an unsecured claim, and the Company assumes no liability for losses.

- v) The Company will not be liable for third-party defaults unless caused by gross negligence, fraud, or willful misconduct.
- w) Fund transfer times depend on the method used, and deposits/withdrawals are only allowed to/from accounts in the Client's name.

11. Representations and Warranties

- a) The Client represents and warrants to the Company, and agrees that each representation and warranty is deemed repeated each time the Client gives an Instruction or Request, considering the circumstances prevailing at that time. Specifically:
- b) The information provided by the Client to the Company in the "Complete your Profile" Form, the Agreements, or any subsequent forms/documents provided at the time of registration or thereafter is true, valid, authentic, accurate, and complete in all material respects.
- c) The Client has read and fully understood the terms of the Agreements, including the Risk Disclosure.
- d) The Client is duly authorized to enter into the Agreements, give Orders, Instructions, and requests, and perform its obligations.
- e) The Client is a legal entity, duly and lawfully registered and existing under the laws of its jurisdiction of incorporation.
- f) All actions performed under the Agreements will not violate applicable regulations, laws, ordinances, charters, by-laws, rules, or agreements applicable to the Client or the jurisdiction in which the Client is resident, nor will they affect the Client's assets.
- g) The Client consents to the provision of the Agreements' information via the Website or any other means chosen by the Company at its sole discretion.
- h) The Client confirms they have regular internet access and consents to the Company providing information (including amendments to terms, costs, fees, policies, and risk information) by posting such information on the Company's Website.
- i) The funds the Client deposits with the Company are not in any direct or indirect way proceeds of illegal activity or used/intended for terrorist financing.
- j) The Client's funds deposited with the Company are owned by the Client and are free of any liens, charges, pledges, or claims by third parties.
- k) The Client has selected the appropriate type of services, considering their total financial circumstances, which they deem reasonable.
- l) If any of the Client's promoters, directors, or officers become a Politically Exposed Person (PEP) during the course of this agreement, the Client will promptly notify the Company.
- m) The Client represents that their transactions with the Company are for one or more of the following purposes: (i) Speculative; (ii) Hedging; (iii) Investment; (iv) Intraday Trading; (v) Risk Management. If the purpose is different or changes, the Client will immediately notify the Company.

- n) The Client must inform the Company of any changes to their tax status.
- o) If the Client is employed by or contracting for a financial services firm or any firm that controls financial transactions for its employees, the Client will notify the Company of this and any restrictions that may apply.
- p) The Client will use the prices provided by the Company solely for their trading purposes and will not redistribute them for commercial or other purposes.
- q) The Client agrees to use the Company's services in good faith and not employ electronic devices, software, algorithms, or trading strategies intended to manipulate prices or take unfair advantage of market conditions. Any evidence of such activities will indicate unfair advantage against the Company.
- r) If a situation arises not covered under this Agreement, the Company will resolve it in good faith, and the Client agrees to provide any necessary information or documentation requested by the Company.

12. Force Majeure

- a) The Company may determine that a Force Majeure Event exists and will inform the Client. A Force Majeure Event may include but is not limited to: b) Any act, event, or occurrence (e.g., national emergency, strike, riot, civil commotion, government actions, terrorism, war, hostilities, acts of god, earthquakes, epidemics, fires, floods, storms, equipment breakdown, power supply interruption, or supplier failure) preventing the Company from maintaining an orderly market.
- b) The suspension, liquidation, or closure of any market, failure of any event to which the Company relates its Quotes, or the imposition of limits/special terms on trading.
- c) If the Company determines a Force Majeure Event exists, it may, without prior notice: i) Increase margin requirements; ii) Close Open Positions at prices deemed appropriate; iii) Suspend or modify the application of Agreement terms; iv) Take any other reasonable actions with regard to the Company, the Client, and other clients.
- d) The Company may also increase spreads or decrease leverage.
- e) The Company will not be liable for any loss or damage arising from the failure to perform due to a Force Majeure Event.
- f)

13. Miscellaneous

- a) The Company reserves the right to suspend the Client's Trading Account for any valid reason, with or without prior notice.
- b) The Company can suspend, close, or unwind any Transaction resulting from errors, suspected fraud, manipulation, or arbitrage in the Client's account(s), and may withdraw profits deemed inappropriately gained.

- c) If an issue arises that is not covered under this Agreement, the Company will act in good faith to resolve the matter.
- d) Failure to exercise or delay in exercising any right or remedy under this Agreement does not constitute a waiver.
- e) The rights and remedies provided by this Agreement are cumulative and not exclusive of any other rights.
- f) In the event of the death or mental incapacity of an authorized signatory, all funds will be at the order of the surviving Account Holders.
- g) The official language of the Company is English, and the Client should refer to the main website for accurate and legally binding information. Translations in other languages are for informational purposes only and do not hold legal effect.

14. Termination

- a) Without affecting the Company's right to terminate this Agreement immediately without prior notice, either Party may terminate this Agreement by providing the other Party with 30 days' written notice.
- b) The Client agrees that the Company may terminate this Agreement at any time with written notice if the Client repeatedly or seriously breaches the Agreement, provides false information, engages in illegal activities, acts abusively towards Company staff, or fails to notify the Company of changes in their location or personal information. The Company may also terminate at its discretion for any similar issues.
- c) In the event of insolvency or liquidation, the Client must provide relevant legal documentation to the Company. The Company will not be responsible for any losses or costs during this period.
- d) Upon termination, the Company may immediately revoke the Client's access to the platform without prior notice.
- e) After termination, all outstanding amounts owed by the Client become immediately due, including fees, charges, commissions, and any costs incurred from closing out positions or transferring investments.
- f) Upon receiving or issuing a notice of termination, the following will apply: i) The Client must close all open positions, or the Company will close them at current market prices. ii) The Company may refuse to open new positions for the Client. iii) The Company may withhold Client funds to settle open positions and pending obligations.

15. After Termination

- a) The Company reserves the right to consolidate Client accounts, offset balances against any outstanding obligations, and convert currencies if necessary. i) The Company may close the Client's accounts. ii) The Company can close open positions at current market prices.
- b) If no illegal activity is suspected, and there is a positive balance in the Client's account, the Company will return funds after deducting amounts for future liabilities. Payment will only be made to accounts in the Client's name.
- c) The Company may suspend the Client's account if there are signs of abuse, multiple erroneous requests, insufficient funds, or any actions harmful to the Company.

16. Personal Data & Recording

- a) The Company may collect, use, store, or process the Client's personal information according to data protection laws. The Client acknowledges they have read the Company's privacy policy.
- b) If the Client provides personal data of others, they confirm they have the consent of those individuals for the data collection and processing, and that they have informed them of their rights.
- c) The Company will supply copies of the Client's personal data upon request, subject to a reasonable service fee.
- d) The Client consents to the Company sharing personal data with third parties for service provision purposes.
- e) Telephone conversations may be recorded, and these recordings are the property of the Company, accepted as conclusive evidence, and may be shared with regulatory authorities if necessary.
- f) The Client agrees to the recording of communications regarding their account and waives any rights to challenge the Company's use of such recordings in legal proceedings. These recordings will be retained for at least seven years and may be made available upon written request.
- g) The Client consents to being contacted by the Company for marketing purposes and may opt out by emailing support@investain.com.
- h) The Client acknowledges that the Company may implement measures to discourage trade churning.
- i) The Client agrees to provide the Company with any required information for FATCA and CRS compliance, including tax residency data, and understands that the Company may need to report derivative transactions to relevant authorities.

17. Confidentiality & Waiver

- a) Information about the Client is confidential and will only be used in connection with the services provided, unless already public or legally possessed by the Company. The Company will only disclose confidential information in the following cases:
 - i. Compliance with FATCA or CRS.

- II. When required by law or regulatory bodies.
 - III. To prevent fraud or illegal activity.
 - IV. To Company staff or third parties necessary for service provision.
 - V. At the Client's request or with their consent.
- b) The Company may also disclose confidential information to consultants, lawyers, or auditors, provided they maintain confidentiality.
 - c) Information may be disclosed in legal proceedings between the Parties.

18. Default

- a) The Parties understand and agree that each of the following constitutes, but is not limited to, an "Event of Default":
- b) The failure of the Client to provide any initial margin and/or hedged margin, or other amount(s) as required for the performance and/or obligation(s) arising from this Agreement;
 - I. The failure of the Client to perform any obligation(s) due to the Company;
 - II. The initiation by a third party of proceedings for the Client's bankruptcy or winding-up, or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets, or if the Client makes an arrangement with creditors, or any similar procedure is commenced in respect of the Client;
 - III. Where any representation or warranty made by the Client is or becomes untrue;
 - IV. Where the Client is unable to pay debts as they fall due;
- c) Where the Client becomes incapacitated or unable to carry out obligations for any reason;
- d) Any other circumstance where the Company reasonably believes it is necessary or desirable to take action to protect its interests;
- e) The Client attempts or performs any actions deemed by the Company as fraud, manipulation, or deceitful activity in the Client's account(s) held by the Company;
- f) The Client engages in excessive trading without legitimate intent, potentially constituting market abuse.
- g) In the event of default, the Parties agree that the Company reserves the right, without prior notice, to take one or more of the following steps:
 - I. Close out all or any of the Client's open positions at current quotes;
 - II. Debit the Client's trading account(s) for any amounts due to the Company;
 - III. Close any or all of the Client's trading account(s) held with the Company;
 - IV. Refuse to open new trading account(s) for the Client;
 - V. Adjust the Client's trading account balance to remove illicit profits;
 - VI. Take any other reasonable action necessary to protect the Company's interests and reputation.

19. Execution of Orders

- a) The Client must avoid any actions that could allow irregular or unauthorized access to the platform or the Client's trading account(s). The Company reserves the right to suspend, terminate, or limit platform access if it suspects misuse.
- b) The Client shall not engage in actions that could damage or cause the malfunction of the platform or any Company systems.
- c) The Client may not publish, transmit, or reproduce platform information without the Company's written consent. Any copyright, trademark, or similar notices must remain intact.
- d) Trade requests are subject to size considerations. If the requested trade size exceeds what the Company can fill due to market conditions, the order may be executed partially or rejected.
- e) The Client acknowledges that their trading history may be archived by the Company, which will remain accessible or downloadable via the platform.
- f) The Company will maintain records of all Client trading and non-trading activity for at least seven (7) years after the termination of the business relationship, in compliance with legal requirements.
- g) The Company reserves the right to suspend or cancel transactions resulting from technical errors or suspected fraud, manipulation, or deceitful activity. In such cases, the Company may withdraw profits or impose charges deemed inappropriately gained.
- h) The Client agrees to keep all access data, such as passwords and logins, confidential and notify the Company immediately in case of unauthorized access.
- i) The Client agrees to cooperate with any investigations regarding misuse or suspicion of misuse of access data or trading activities.
- j) The Client is responsible for all orders placed using their access data, including those placed by authorized representatives.
- k) The Company is not responsible for unauthorized access to the Client's information transmitted via internet, post, telephone, or other means.
- l) If the Company suspects fraudulent activity, it reserves the right to close positions, apply penalties, or terminate agreements with the Client.
- m) The Company is authorized to transfer funds between the Client's accounts to cover any margin or debit balances, in accordance with regulations.
- n) The Client must verify if an order has been accepted or if a trade has been executed, contacting the Company if uncertain.
- o) It is the Client's responsibility to understand the effects of their orders on open positions.
- p) Orders can only be placed during the trading hours of the relevant market, subject to Company-imposed limits.
- q) The Client is responsible for monitoring their trading account, equity, and margin levels. The Company may provide clarifications upon request.
- r) The Client will not use the platform to facilitate illegal financial activity or other illegal transactions.

20. Cancellation & Modification Requests

- a) The Client acknowledges that it may not always be possible to cancel or modify an order. If an order cannot be cancelled or modified, the Client agrees to be bound by the execution of the original order and cannot hold the Company responsible for any such outcome.
- b) The Client understands that attempts to modify or cancel an order might lead to over-execution or duplicate orders. The Company's systems do not prevent such occurrences, and the Client will be responsible for any resulting executions.
- c) The Client agrees not to assume that any order has been executed or cancelled until receiving confirmation from the Company regarding order execution.
- d) The Client is responsible for monitoring the status of their trading account and pending orders before placing additional orders. The Client should contact the Company if there is any uncertainty about the status of their orders.
- e) The Client agrees to regularly review their online account statements to stay informed about the status of their account and orders.

21. Settlement Date Offset Instructions

- a) The Client agrees to provide the Company with offset instructions for positions open before the settlement date, at least one business day prior to the settlement or value day. Alternatively, sufficient funds or delivery documents must be provided within the same period.
- b) If neither instructions, funds, nor documents are received, the Company may, without notice, offset the Client's position, roll the positions into the next settlement period, or take delivery on behalf of the Client, using methods deemed reasonable by the Company.

22. Currency Fluctuation Risk

- a) For any foreign exchange transactions instructed by the Client, the profit or loss due to fluctuations in exchange rates will be solely the Client's responsibility. All margin deposits must be made in USD or another accepted currency, with subsequent deposits in the same currency. The Company is authorized to convert funds in the Client's account at its discretion based on prevailing market rates.

23. Dispute Resolution

- a) The Parties agree to attempt to resolve disputes related to this Agreement, transactions, or other actions through amicable negotiation.
- b) If a conflict arises, the Client has the right to submit a written complaint to the Company as soon as reasonably possible after the event.

- c) Complaints should follow the procedure outlined in the Company's Complaints Handling Policy available on their website.
- d) The Client should send complaints, including descriptions, dates, and supporting documents, to support@investain.com.
- e) The Company may dismiss or reject complaints that do not meet the requirements of the Complaints Handling Policy.
- f) Disputes not covered in the agreements or Complaints Handling Policy may be resolved according to market practices at the Company's discretion.
- g) Complaints should include details such as the Client's particulars, trading account number, date and time of the dispute, description, proposed solution, amount of the claim, and relevant evidence.
- h) The Company reserves the right to request additional documentation or information from the Client and will consider the Company's server logs as primary evidence. The Company is not liable for incomplete transactions or any financial or emotional damage resulting from lost profits or deposited funds.
- i) The Company is not liable for any indirect, consequential, or non-financial damage.

24. Risk of Loss

- a) All transactions and market fluctuations are at the Client's sole risk. The Client affirms their ability to bear any losses that may arise.
- b) The Company is not responsible for delays or failures in transaction execution due to communication issues or causes beyond its control. It is not liable for loss of margin deposits resulting from the bankruptcy or insolvency of banks or clearing entities.
- c) The Client acknowledges that trading financial instruments, including CFDs, involves substantial risk and may result in losses greater than the initial investment.
- d) Trading on foreign markets may expose the Client to additional risks, and such markets may offer different investor protections. The Client should be aware of the specific rules for their transactions.
- e) Electronic trading facilities may experience disruptions or failures, and recovery of losses may be limited by the system provider or market regulations.
- f) The Client is aware of the risks involved in trading currencies and accepts that all transactions are at their own risk. The Company is not liable for any resulting damages or losses.
- g) The Client has read and understands the risk statement on the Company's website and will regularly review any updates or notifications.

25. Risk Acknowledgement

- a) Investments in leveraged forex transactions, CFDs, and financial instruments involve significant risk and are suitable only for those who can bear the risk of losing their margin deposit and/or

invested funds. The Client agrees not to hold the Company responsible for losses incurred from trading or following trading recommendations.

- b) The Client acknowledges that they have not received any guarantees from the Company or its representatives and that their decision to enter into this Agreement is not based on any such guarantees.

26. Website Usage

- a) The Client acknowledges that the Company's website provides information intended to be accurate and up-to-date; however, this cannot be guaranteed. The Client should exercise caution before making any decisions or engaging in trading activities and seek independent professional advice if necessary.
- b) The Client agrees to rely on transaction confirmations and statements as the official records for their trading accounts.
- c) Any information provided on the website, including market data, news, research, financial analysis, commentary, or tools, is for informational purposes only and does not constitute advice, recommendations, or solicitations. The Client must make their own investment decisions.
- d) The website may include links to third-party websites. The Company is not responsible for the content or information provided by these third-party sites. Market data, news, and other information accessed through the website or third-party links are for the Client's personal use only and should not be retransmitted or republished without the Company's written consent.
- e) Products, services, fees, charges, interest rates, and balance requirements may vary by location. Not all products and services are available in every location. The Client agrees not to engage in any activities related to the website that contravene applicable laws, regulations, or any agreements with the Company.
- f) Market commentary, news, or other information may change or be withdrawn at any time without notice.

27. Affiliates

- a) If the Client is introduced to the Company through an affiliate, the Client acknowledges that the Company is not responsible for the conduct or representations of the affiliate or their associates.
- b) The Client agrees to waive any claims against the Company related to the actions or omissions of affiliates and indemnify the Company from any such claims. The Company is not responsible for any agreements between the Client and affiliates. Affiliates act independently or as agents of the Client and are not authorized to make representations about the Company or its services.
- c) The Company reserves the right to provide information about the Client's transactions to their affiliates or associated persons. The Client acknowledges that additional costs, such as increased spreads, commissions, or fees, may apply if introduced to the Company through an affiliate. The Company may provide affiliates with "view-only" access to monitor the Client's accounts.

28. Governing Law & Jurisdiction

- a) This Agreement will be governed by and construed in accordance with the laws of the Republic of Mauritius.
- b) In the event of a dispute, the Client agrees to first seek resolution with the Company as per the complaint handling policy.
- c) The Financial Services Commission of Mauritius will also be involved in the external dispute resolution process.
- d) No legal action arising from transactions under this Agreement may be initiated by the Client after three months (90 days) from the date the cause of action arose.

29. Severability

- a) This Agreement, including any attachments, terms, conditions, statements, and confirmations, represents the entire agreement between the Parties concerning its subject matter.
- b) If any provision of this Agreement is deemed invalid or unenforceable by a court or regulatory body, it will be modified or rescinded as necessary to comply with the relevant authority. The remaining provisions will remain valid and enforceable as if the invalid provision were not included.

30. Binding Effect

- a) This Agreement will continue to apply to all accounts opened or reopened with the Company, regardless of changes in personnel, successors, or affiliates.
- b) This Agreement, including all authorizations, will benefit the Company, its successors, and assigns, and will be binding on the Client and their estate, executor, trustees, administrators, legal representatives, successors, and assigns.