

CLIENT AGREEMENT & TERMS AND CONDITION

Please take sufficient time to read this Client Agreement as well as any other additional documentation and information available to you via our website prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice, if necessary.

Delcamp Global Markets Inc LTD does not issue advice, recommendations or opinions in relation to acquiring, holding or disposing of any financial product. Delcamp Global Markets Inc LTD is not a financial, legal, tax or regulatory adviser.

1. Introduction

1.1. This Client Agreement is entered into by and between Delcamp Global Markets Inc LTD, a company incorporated in Fomboni, Island of Moheli, Comoros Union, under company number HT00324013, registered at 1257, Bonovo Road, Fomboni, Island of Mohéli, Comoros Union, regulated and authorized by Mwali International Services Authority, holding an International Brokerage and Clearing House License with number BFX2024041 (hereinafter called the "Company" or "Trade24seven" or "we" or "us") on the one part; and the natural person who has completed the relevant procedure for opening a trading account with the Company and has been accepted by the Company as a client ("Client" or "you" or "your") on the other part.

2. Scope

2.1. By registering to use a trading account via the Company's website (the "Website"), you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions. This includes, without limitation, the AML Policy, Privacy Policy, Risk Disclosure, Complaints Policy, and any other documents referenced herein, all of which constitute an integral part of these Terms.

Please note that, depending on the laws applicable in your jurisdiction, access to some or all the Services may be restricted. The Company reserves the exclusive right to determine the markets and jurisdictions in which it operate and may, at its discretion, limit or deny Services in certain countries or regions. The Services available to you will be accessible through your trading account with the Company.

- 2.2. You are solely responsible for identifying and complying with all applicable laws and regulatory requirements in your jurisdiction, as well as any jurisdiction from which you access the Website, APIs, or Services. The Services are not intended for, and must not be distributed to, individuals in jurisdictions where their availability or use would violate local laws or regulations.
- 2.3. If access to or use of the Website, APIs, or Services, is unlawful in your country (whether due to your citizenship, residency, or tax status), you are strictly prohibited from using them. In the event of non-compliance, the Company may close your account and restrict access to the Services. Any remaining assets will be returned to the Client's verified source of funds, unless

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otherwise required by applicable law, regulation, or order of a competent authority.

- 2.4. Delcamp reserves the right to amend, update, revise, or supplement these Terms, as well as any related policies or rules governing the Website, APIs, or Services, at any time and at its sole discretion. All transactions conducted on the Platform may be subject to fees, which may be modified from time to time at our sole discretion. Any changes to the Terms will be communicated via the Website, email, or account notifications.
- 2.5. We also reserve the right, at our sole discretion and without liability to you or any third party, to modify, suspend, remove, or discontinue access to the Website, any part of the Services, features, or related content either temporarily or permanently without prior notice or explanation. By using the Services, you acknowledge and agree that Delcamp shall not be held liable for any such changes or interruptions

By accessing, using, or attempting to use the Services in any way, you confirm that you have read, understood, and agreed to be bound by these Terms and Conditions. If you do not agree to these Terms, you must not access or use the Services.

3. Interpretation and Definition

- "Account" refers to a user account created through the Website for the purpose of accessing and using the Services provided by us.
- "Account Credentials" refer to the unique username and password assigned to you, which are required to access and use the Platform.
- "Affiliate" means, with respect to the Company, any entity that directly or indirectly controls, is controlled by, or is under common control with the Company. The term "control" refers to the authority to direct or influence the management and operations of the Company.
- "Authorized Person" refers to you, or any of your officers, partners, principals, or employees acting on your behalf.
- "Applicable Regulations" means all rules, laws, and directives of any competent regulatory authority that has jurisdiction over the Company, and which are binding upon the Company.
- "AML" stands for anti-money laundering and counter-terrorism financing measures.
- "Base Currency" refers to the first currency listed in a currency pair, which the Client buys or sells against the second currency (the quote currency).
- "Buy" refers to a CFD transaction initiated by purchasing a specified quantity of an underlying asset. In our communications with you, this may also be referred to as a "Long" or "Long Position."
- "Client," "you," "your" denotes the natural person who accesses the website or uses the Services provided by the Company.
- "Contract for Difference" or "CFD(s)" refers to a financial derivative agreement between the Client and the Company, whereby the parties exchange the difference between the current value



of an underlying asset and its value later. If the difference is negative, the Client (the buyer) pays the Company (the seller), and vice versa.

"Difference" means the price variance between the opening and closing values of a given transaction.

"Financial Instrument" refers specifically to Contracts for Difference (CFDs) offered by the Company.

"Force Majeure Events" means any event beyond our reasonable control, including but not limited to floods, extraordinary weather conditions, earthquakes, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control (each, a "Force Majeure Event").

"Intellectual Property Rights" shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer 3 software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

"Person" includes an individual, association, partnership, corporation, other body corporate, and any form of legal organization or entity.

"Platform" means the Company's trading platform through which the Client accesses his/her trading account and on which the Client places his/her trades.

"Prohibited Use" means any use of the Platform or Services in any way connected with, related to or constituting (i) unlawful activity, i.e. violation of any law, statute, ordinance, or regulation; (ii) abusive activity, i.e. actions that impose an unreasonable or disproportionately large load on Delcamp's infrastructure, e.g. facilitate viruses or other computer programming routines that attempt to or may in any way damage or disrupt our Services, use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data; (iii) abuse of other users, i.e. acting in a defamatory, trade libelous, threatening or harassing manner that can result in an infringement of another user's legal rights; (iv) fraud involving Delcamp, our users or any other third party; (v) abuse of Delcamp support, compliance and other employees with whom you may come into contact, i.e. acting in a defamatory, threatening or harassing manner, as well as bribery of and abuse of personal relationship with our employees; (vi) intellectual property infringement, i.e. violation of any copyright, trademark, right of publicity or privacy or any other proprietary right under the law.

"Prohibited Activity" means activities conducted by any Person relating to (i) counterfeit or unauthorized goods; (ii) regulated products and services; (iii) adult content and services; (iv) drugs and drug paraphernalia, including pseudo-pharmaceuticals and substances designed to mimic illegal drugs; (v) shell banks and shell companies; (vi) companies and institutions operating without a mandatory license; (vii) multi-level marketing; (viii) unfair, predatory or deceptive practices; (ix) other prohibited activities as defined by Delcamp, including but not limited to facilitating transactions to/from darknet markets.



"Services" means any of the services, functions or features both collectively and individually offered on the website.

"Terms" means this Client Agreement.

"Website" means the website of the Company, as outlined above.

4. Risk Acknowledgement

- 4.1. Trading in Forex, CFDs, and other derivative financial instruments involves significant risk and may not be suitable for all investors. As a client, you may lose part or all your invested capital, and therefore, you should only invest funds that you can afford to lose. It is your responsibility to be fully aware of all the risks associated with trading these financial instruments via the Company's Platform(s). Consequently, you acknowledge the risks involved in the transactions of such instruments as stated hereinbelow.
- 4.2. You understand that trading involves speculation on the movement of asset prices and may expose you to considerable financial loss. You acknowledge that the value of any investment, including Forex and CFDs, may fluctuate upward or downward and may even become worthless.
- 4.3. You also agree that you are fully aware of and accept the potential losses and liabilities that may result from your trading activity through the Company's platform, including any associated costs. Furthermore, you acknowledge the margin requirements and trading conditions as outlined by the Company.
- 4.4. Lastly, you confirm that you are aware there may be additional risks not explicitly mentioned in this notice and that you have read, understood, and accepted the full Risk Disclosure Notice available on the Company's websites, which forms an integral part of the account registration process.

5. Services

- 5.1. The Company shall provide brokerage services and facilitate trading in financial instruments, including Forex/CFDs on underlying assets, in accordance with the applicable laws and regulations.
- 5.2. Please note that when trading Contracts for Difference (CFDs), there is no delivery or custody of the underlying asset to which the CFD refers.
- 5.3. The Company may, at its sole discretion, offer the Client the ability to trade through a demo account using virtual funds. The Client acknowledges and agrees that the trading conditions within a demo environment may differ from those of a live account. The Company shall not be held liable for any losses or damages incurred because of such differences.
- 5.4. The Company may also offer, from time to time and at its sole discretion, various account types (e.g., Classic, Silver, Gold, VIP), each with distinct features such as spreads, fees, and charges. The available account types and their specific features are detailed on the Company's website. Any request to switch to a different account type is subject to Company approval, which



may be granted, withheld, or revoked at any time and without prior notice. The Company also reserves the right to modify the features or availability of any account type listed on its website at its sole discretion. Clients wishing to upgrade or modify their account type should contact our Customer Support team.

- 5.5. Access to the Company's trading platform and Services may be temporarily suspended or limited for maintenance, security, regulatory, or operational reasons. The Company will make reasonable efforts to provide prior notice where practicable, but uninterrupted or error-free access cannot be guaranteed. The Company shall not be liable for any disruption or loss of access, except if it were caused by its gross negligence or willful misconduct.
- 5.6. In cases where the Company has reasonable grounds to suspect that your account is being used for any prohibited purpose, it reserves the right to take any measures deemed necessary. These may include, but are not limited to, the suspension or termination of your account, restriction of access to Services, or freezing of funds.

6. Eligibility

- 6.1. By registering to use a trading account with Delcamp, you represent and warrant that (i) you are at least 18 years old or of legal age to form a binding contract under applicable law, (ii) you are an individual with full legal capacity and authority to enter into these Terms, (iii) you have not previously been suspended or removed from using our Services, (iv) you are not resident in Prohibited Jurisdiction that the Company is not authorized and/or allowed to provide its services.
- 6.2. Additionally, the following persons (including their beneficiaries) cannot use the website and the Services: (i) Persons that are on any trade, financial or economic sanctions lists; (ii) Persons that intend to use the website and the Services for any illegal activity, including, but not limited to, money laundering and the financing of terrorism; (iii) Persons that fail to meet any customer due diligence standards, requests or requirements of Delcamp and/or are deemed to be of too high of a risk by Delcamp, according to criteria established at the sole discretion of Delcamp; (iv) Persons that have previously been rejected or deleted from using the Platform and the Services and/or violated these Terms; (v) Persons that do not follow the laws and regulations in their jurisdiction regarding usage of the Site and the Services.
- 6.3. By accessing and using the <u>website</u> and any of the Services, you acknowledge, declare and expressly represent and warrant that none of the circumstances of eligibility is applicable to you.
- 6.4. Delcamp reserves the right to refuse the registration or the commencement of a relationship with you under these Terms for any reason. Our provision of Services or access to the website may be given or withheld at our sole discretion.
- 6.5. By opening an account to use the Services, you expressly represent and warrant that you: (i) have the full capacity to accept, and have accepted the terms and conditions in these Terms and have full capacity to enter into a transactions involving CFDs; (ii) are a resident in an area that permits the Services; (iii) are not using the website or Services on behalf of any third party;



(iv) will not transfer any funds to or from your trading account to or from any individual or entity from a Prohibited Jurisdiction or involved in a Prohibited Activity.

7. Client Account Opening Procedure

- 7.1. Upon your acceptance of the Company's terms and conditions (as these may be amended from time to time) in your initial registration to open an account with the Company, you confirm that you have approached the Company directly and without solicitation for the purposes of opening a trading account with the Company in order to trade in CFD's.
- 7.2. To use the Services, you must register on the website for an account with the Company, for which you will be required to complete an account registration form. During the account registration process, you must submit information including but not limited to your full name, nationality, date of birth, identity number (from a government issued identity document), valid residential address, valid email address and mobile number. You will also be required to accept these Terms.
- 7.3. You agree to provide complete and accurate information when opening a trading account and agree to promptly update any information you provide to us so that such information is always complete and accurate. You are responsible for any losses that occur regarding the submission of invalid/incorrect data.
- 7.4. In registering for an account, you agree to provide such information as Delcamp may deem necessary for the purposes of identity verification. This information is used for the detection and prevention of money laundering, terrorist financing, fraud and other financial crimes. We will collect, use and share this information in accordance with our Privacy Policy.
- 7.5. Following the successful completion of the registration process, you may be given limited access to the Services. In some instances, pursuant to our internal policies, you may be immediately required to complete the account verification process.
- 7.6. You hereby authorize Delcamp, either directly or through third-party service providers, to conduct any inquiries we deem necessary to verify your identity and to prevent fraud, money laundering, terrorist financing, or other financial crimes. Such inquiries may include, but are not limited to, verifying identity details through public records (e.g., name, address, previous addresses, or date of birth), reviewing information associated with your linked bank account (e.g., account holder name or balance), or obtaining any additional data required under applicable legal and regulatory standards. Based on the findings of these inquiries, Delcamp reserves the right to take any action it reasonably considers appropriate. Failure to comply with the obligations outlined in this clause may result in the suspension of your account.
- 7.7. Upon registration, and at any time thereafter upon our request, you are required to provide, at your own expense, all documents and information as specified by us, within the timeframe and format we determine. You represent and warrant that all documents and information you provide are truthful, accurate, complete, and up to date. You further acknowledge and agree that it is your responsibility to ensure that this information remains current and to promptly notify us of any changes or updates to the documents or information previously submitted.



- 7.8. Delcamp reserves the right to suspend certain Services, restrict access to your account, and freeze any associated funds until your registration details, identity, or any other relevant information related to you, or your account has been fully verified. The verification process and its completion shall be determined solely at Delcamp's discretion. If verification is not completed within fifteen (15) days, Delcamp may proceed with account closure, at its sole discretion.
- 7.9. You are solely responsible for all activity conducted through your account and for any resulting loss or damage. This includes any unauthorized or authorized access, to the fullest extent permitted by law.
- 7.10. Accounts may only be used by the individual in whose name they are registered. Delcamp reserves the right to suspend, freeze, or terminate any account that is accessed or used by a person other than the registered account holder. You must immediately notify us if you suspect or become aware of any unauthorized use of your login credentials. Delcamp shall not be held liable for any loss or damage resulting from account use by you or any third party. Joint trading accounts may be permitted at Delcamp's sole discretion, provided that both users complete and pass the Company's verification procedures.
- 7.11. Delcamp may suspend or close your account, restrict access to certain Services, or freeze associated funds if we suspect any of the following:
- (i) The account or Services are or may be used for illegal, unauthorized, or fraudulent purposes;
- (ii) The account is or may be associated with Prohibited Activities;
- (iii) The account is accessed by someone other than the registered user;
- (iv) A breach of these Terms or any incorporated documents has occurred;
- (v) Such action is required under applicable law or pursuant to an official authority's directive;
- (vi) We reasonably consider such action necessary to protect the integrity of our systems or operations.
- 7.12. By registering for our Services, you agree to keep your password and account credentials strictly confidential and not to share them with any third party. You are responsible for always maintaining the security of your account access. Delcamp assumes no liability for losses resulting from unauthorized access unless it is directly attributable to our negligence.

8. Use of Company's Trading Platform

- 8.1. Access to and use of the Platform is strictly prohibited for any individual who:
- (i) Is under the age of 18 or is not legally competent;
- (ii) Resides in a jurisdiction where access to or use of the Platform would be in violation of local laws or regulations. It is your sole responsibility to ensure compliance with any such applicable laws or regulations;



- (iii) Is a citizen or resident of the United States of America, Canada, the European Union, Iran, Iraq, North Korea or any other jurisdiction where the provision of such services is prohibited by local legislation, as the Company does not onboard Clients from these regions;
- (iv) Is an employee, officer, director, agent, affiliate, family member, or otherwise directly connected to the Company or its affiliates.
- 8.2. The Company may, at its sole discretion, restrict, suspend, or deny access to the Platform and Services for regulatory, security, operational, or other legitimate reasons. Where practicable, the Company will provide prior notice.
- 8.3. The Client acknowledges that the Company may offer its Platform and Services to other parties, and nothing in these Terms shall be interpreted to limit the Company's ability to do so.
- 8.4. Subject to these Terms, the Company grants the Client a personal, limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to install and use the Platform in object code format solely for the Client's personal use and benefit.
- 8.5. In cases where third-party software is embedded in or provided with the Platform, such software shall be subject to these Terms and any additional terms applicable to that third-party software. The Client agrees to fully comply with any such third-party license terms as provided by the Company. The Company disclaims all warranties, indemnities, and support obligations, whether express or implied, in relation to such third-party software.
- 8.6. The Client agrees to take all reasonable measures to:
- (i) Obtain and maintain, at the Client's own expense and for the duration of this Client Agreement, all necessary hardware, software, infrastructure, and operating environment required for the proper installation, use, and maintenance of the Platform. This includes, but is not limited to, uninterrupted power supply systems and appropriate data backup solutions;
- (ii) Prevent any virus infections, security breaches, or other harmful incidents that could compromise or damage the functionality of the Platform due to the Client's actions or negligence;
- (iii) Implement and maintain appropriate security protocols to control access to the Client's computer systems and to protect against viruses, malware, or any other harmful materials, devices, or data that may endanger the integrity of the Client's systems or the Platform.
- 8.7. The Client is encouraged to notify the Company in writing if they encounter any issues with the Platform or wish to provide suggestions for modifications, design changes, or improvements. While the Company may, at its discretion, consider implementing such suggestions, it is under no obligation to do so. Any modifications, enhancements, or improvements made to the Platform based on such feedback shall be the sole and exclusive property of the Company, and the Client shall not be entitled to any compensation or rights in relation thereto.
- 8.8. From time to time, and at its sole discretion, the Company reserves the right to modify, enhance, update, or remove any part of the Platform without incurring any liability under this Client Agreement. Where practicable, the Company will make reasonable efforts to provide equivalent functionality or a suitable replacement.



- 8.9. Without limiting Clause 8.2, the Company may suspend or temporarily shut down the Platform for maintenance, upgrades, or technical reasons. Scheduled maintenance will generally take place over weekends, except in urgent or exceptional circumstances. During such periods, the Platform may be partially or fully inaccessible. While prior notice may not always be possible, the Company will endeavor to provide notice where practicable.
- 8.10. The Company makes no express or implied representations or warranties that:
- (i) The Platform will be accessible at all times or without interruption;
- (ii) The Platform will operate without errors or defects;
- (iii) The quality or functionality of the Platform will meet the Client's expectations;
- (iv) The Platform will be free from viruses, malware, or other harmful components that could result in data loss, corruption, or damage to the Client's systems.
- 8.11. The Company shall not be liable for any data loss or for any damage to or replacement of the Client's hardware or software resulting from the use of the Platform.
- 8.12. The Client acknowledges and agrees to the following:
- The Platform may only be used while authorized to do so.
- Use of the Platform is strictly limited to the purposes outlined in this Client Agreement.
- Full responsibility is assumed for any activity carried out through the account, including the security of login credentials.
- The Platform must not be used for illegal, unauthorized, or inappropriate purposes.
- Interference with or disruption of the Company's systems, software, hardware, or networks is prohibited. This includes transmitting harmful files such as viruses, spyware, malware, worms, or other malicious code.
- Unauthorized access to Company systems or other users' systems, as well as any attempt to bypass security features or reverse engineer any part of the Platform, is strictly forbidden.
- Actions that degrade, interrupt, or impair service to other users are not permitted.
- Transmission of false, offensive, harassing, defamatory, hateful, racist, threatening, obscene, or otherwise objectionable content is prohibited.
- Commercial activities using the Platform are not allowed unless expressly approved by the Company.
- Uploading or downloading software or materials that infringe intellectual property rights or privacy rights is not allowed unless appropriate authorization is obtained.
- Misrepresentation of the source or origin of any content or material is not permitted.
- Use of software involving automated analysis or artificial intelligence targeting the Company's systems is prohibited.
- Interception or modification of communications not intended for the user is not permitted.
- Use of any program or code (e.g., viruses, Trojan horses, worms, time bombs) intended to damage, distort, or disable the Platform or Company systems is forbidden.
- Sending unsolicited commercial messages that violate applicable laws or regulations is prohibited.
- Any activity that compromises the integrity or functionality of the Company's systems or



Platform is strictly forbidden.

- Unauthorized access or use of the Platform is not allowed.
- Logging in or conducting transactions from a jurisdiction where such activity is restricted for regulatory reasons is not permitted.

9. Client Instructions and Order Handling

- 9.1. The Company will execute all transactions strictly in accordance with the instructions received from the Client. It is the Client's responsibility to carefully review and verify all transaction details before submitting instructions through the Platform. The Company does not guarantee the identity, accuracy, or reliability of any counterparty, recipient, or third party involved in a transaction. Accordingly, we disclaim all liability for errors, omissions, or inaccuracies in any information provided by the Client or third parties. Any disputes or issues arising from third-party transactions including those between Clients must be resolved independently by the parties involved, without Company intervention or liability.
- 9.2. Once submitted, transaction instructions may not be modified, reversed, or cancelled. By initiating a transaction, the Client authorizes the Company to execute the order at the displayed or agreed rate and consents to any applicable fees as specified on the Company's website or Platform. The Client acknowledges that orders are considered final upon submission.
- 9.3. While the Company aims to process all instructions and transactions promptly and efficiently, it reserves the right at its sole discretion to delay, cancel, reverse, or refuse to process any transaction, particularly where required by applicable laws, regulatory obligations, or internal risk controls. Delays may also occur due to external factors beyond our control, such as network issues, service interruptions, or third-party service provider constraints.
- 9.4. Client access to transactional services is subject to daily, monthly, or other limits, based on factors such as verification status, history, risk profile, and documentation. Current limits appear in the Client's dashboard. Requests to increase limits require Company approval and may need additional documentation. The Company may reduce limits at any time, without prior notice, if required for regulatory, security, or risk management reasons.
- 9.5. The result of a transaction depends on trade direction and market movement:
- (i) For a **Sell** transaction: If the closing price is lower than the opening price, the Client gains the difference; if higher, the Client owes the difference.
- (ii) For a **Buy** transaction: If the closing price is higher than the opening price, the Client gains the difference; if lower, the Client owes the difference.
- 9.6. Unless agreed otherwise, all financial obligations resulting from a transaction are due immediately upon its closure. The Client hereby authorizes the Company to credit or debit their trading account accordingly. It is further understood that until a transaction is executed and closed, the required maintenance margin will remain reserved and unavailable for withdrawal.



- 9.7. The Client is solely responsible for any applicable taxes, fees, or charges arising from their trading activity. It is the Client's obligation to calculate and settle all tax liabilities in accordance with the laws of their jurisdiction.
- 9.8. Where required by applicable law, the Company may withhold tax at source from any payments due to the Client and remit such amounts to the relevant tax authorities.
- 9.10. Additional costs, including taxes, may arise in connection with transactions carried out on the Platform, for which the Client remains solely responsible. The Client agrees that the Company may deduct such taxes directly from their trading account where legally obligated and acknowledges the Company's right to set-off in this regard. Such deductions do not affect the Company's right to issue margin calls under these Terms.
- 9.11. The Client undertakes to cover all applicable stamp duties or related charges associated with this Agreement or any documentation required to carry out transactions under these Terms.
- 9.12. Subject to these Terms, the Client acknowledges that the transaction difference is the primary payment required for the Services. However, the Company reserves the right to introduce or amend fees and charges in the future, with at least one (1) month's prior written notice. A current list of applicable charges is available on the Company's website.
- 9.13. If the Client resides in jurisdiction with currency control regulations or reporting obligations, the Client agrees to comply with any legal or regulatory requirements regarding the use, receipt, or transmission of funds related to the Platform.
- 9.14. Before opening an account, the Client must consider all applicable charges, including spreads, mark-ups, commissions, and swaps. It is the Client's responsibility to request clarifications if needed and to fully understand the applicable costs.
- 9.15. The Client should be aware that not all charges are expressed in fixed monetary terms and may be quoted in pips or other trading metrics. It is the Client's responsibility to understand how such charges affect their trading activity.
- 9.16. The Company reserves the right to charge a monthly maintenance fee per trading account, provided that the account balance is sufficient to cover such fees. Applicable maintenance fees are published on the Company's website.
- 9.17. All applicable charges will be automatically deducted from the Client's trading account(s) upon becoming due.

10. General Rules of Trading

10.1. Once a Client places an order on the Platform, the Company arranges execution through



external execution venues. The Company does not act as counterparty or execution venue for Client orders in CFDs.

- 10.2. Each transaction initiated by the Client constitutes an offer to open or close a position at the price displayed on the Platform, subject to the Company's acceptance. Transactions are only finalized upon acceptance and confirmation by the Company.
- 10.3. Clients may request to cancel or amend a transaction prior to execution; however, cancellation or amendment is not guaranteed.
- 10.4. All prices displayed originate from the Company's execution venue, which receives bid/ask prices from independent third-party sources. The Platform operates independently of any underlying market, and prices may differ from those of external markets. The Company may exclude or suspend pricing during abnormal market conditions, system interruptions, or other events reasonably deemed disruptive.
- 10.5. The Client must adhere to trading limitations imposed by the Company, including transaction sizes, trading frequency, or other conditions. These may vary across Clients at the Company's sole discretion.
- 10.6. All positions or transactions completed by the Client are binding, regardless of whether they exceed account credit or limits.
- 10.7. The Company reserves the right to reject, amend, or reverse any transaction if any of the following conditions are not met:
- (i) Valid and timely quote received via the Platform;
- (ii) Absence of manifest error;
- (iii) Transaction size within permitted limits;
- (iv) No system interruptions, force majeure events, or abnormal market conditions;
- (v) No outstanding defaults or regulatory objections.
- 10.8. The use of automated trading systems (e.g., trading robots) is not endorsed by the Company and is undertaken solely at the Client's own risk. The Company shall not be liable for any consequences resulting from such activity.
- 10.9. The Company is not obligated to monitor or close open Client positions unless explicitly stated in these Terms. Clients remain solely responsible for monitoring their own trades and exposures.
- 10.10. In the event of corporate actions (e.g., mergers, spin-offs) or issuer insolvency affecting an underlying CFD, the Company may adjust or close affected positions at its discretion to maintain economic equivalence.
- 10.11. The Company will make reasonable efforts to execute orders promptly but cannot guarantee execution due to factors beyond its control.

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11. Deposits, Withdrawals and Refunds

- 11.1. Activation of a Client's trading account is contingent upon the deposit of the required Initial Margin, the amount of which may vary depending on the type of account and is determined at the Company's discretion.
- 11.2. Clients may deposit funds into their trading accounts at any time during the term of this Agreement. Accepted deposit methods include wire transfer or other payment options as may be offered by the Company. Anonymous payments will not be accepted unless a verifiable connection can be established (e.g., deposits made from a joint account held with a spouse). The Company reserves the right, at its sole discretion, to accept or reject such payments. Unless otherwise agreed, all deposits must be made in the base currency of the Client's trading account, based on the Client's country of residence. Currency conversion by the Company is not permitted. Information on accepted deposit methods is available on the Company's website.
- 11.3. The Company may request documentation at any time to verify the source of funds. If the source of funds cannot be adequately confirmed, the Company reserves the right to reject the deposit or any related withdrawal request.
- 11.4. Once cleared up in the Company's bank account, the corresponding amount will be credited to the Client's trading account within five (5) business days.
- 11.5. If a deposit does not appear in the Client's account as expected, the Client must notify the Company and may request an investigation. Any investigation fees may be charged to the Client's trading account or paid directly to the investigating bank. The Client is required to cooperate and provide any necessary documentation.
- 11.6. Withdrawal requests must be submitted using the Company's procedures. Upon receiving a valid request, the Company will process the withdrawal within five (5) business days. Requests made outside normal trading hours will be processed from the next working day.
- 11.7. Withdrawals will only be made to accounts held in the name of the Client. Transfers to third-party or anonymous accounts will not be processed, except in cases where funds must be returned to their source due to non-acceptance.
- 11.8. Refunds and withdrawals will be processed using the same payment method originally used for the deposit, whenever possible, in accordance with applicable regulations and antimoney laundering requirements.
- 11.9. Any third-party fees incurred during deposits or withdrawals will be borne by the Client and deducted from their trading account.
- 11.10. Withdrawal fees may apply based on the Client's account type. These fees are published on the Company's website and may be amended from time to time.



- 11.11. Any error in fund transfers caused by the Company will be corrected and refunded to the Client. However, if incorrect transfer instructions are provided by the Client, the Company may not be able to recover the funds, and any resulting loss will be borne by the Client.
- 11.12. In the event of a chargeback, bank recall, or dispute from the Client's payment provider, the Company reserves the right to recover the amount by debiting the Client's trading account, charging their payment method, or by any other lawful means. All related bank charges will be the Client's responsibility.
- 11.13. If a chargeback or payment dispute is initiated, the Company may take any or all the following actions at its sole discretion:
- (i) Close open positions, regardless of profit or loss;
- (ii) Restrict deposits, withdrawals, or trading activity;
- (iii) Terminate the Client Agreement and trading account;
- (iv) Apply an administrative charge to cover investigation costs.
- 11.14. All Client funds deposited with the Company shall be held in segregated bank accounts, separate from the Company's own funds, and shall not be used to satisfy the Company's obligations. Clients shall also benefit from negative balance protection, ensuring that they cannot lose more than the total funds deposited in their trading account.

12. Dormant Accounts

- 12.1. A trading account shall be classified as dormant when there is no trading activity, no deposits or withdrawals, and no client-initiated communication for a continuous period of twelve (12) months.
- 12.2. Additional indicators of dormancy may include, but are not limited to:
- (i) Absence of login activity on the client portal or trading platform;
- (ii) Undeliverable or bounced email communications;
- (iii) Unclaimed balances or inactive funds with no instructions from the Client;
- (iv) Lack of response to compliance or verification follow-ups.
- 12.3. Prior to any account reactivation, the Client must complete a full Know-Your-Customer (KYC) re-verification process to ensure that all documentation and personal information are current and valid. The reactivation procedure also involves a risk assessment to ensure full compliance with applicable Anti-Money Laundering and Counter-Financing of Terrorism (AML/CFT) obligations.
- 12.4. If the Client fails to provide the required KYC documentation despite follow-up attempts, the Company will proceed as follows:



- (i) Provide advance notice to the Client regarding the intention to close the account due to prolonged inactivity;
- (ii) Suspend the account and restrict all functionalities including deposits, trading, and withdrawals (if applicable);
- (iii) Close the account and send formal notification to the Client via email;
- (iv) Retain full records of all correspondence and actions taken in accordance with regulatory and compliance requirements.
- 12.5. The Company will not apply inactivity or other charges to trading accounts with a zero balance. Consequently, any account that maintains a zero balance may be subject to closure at the Company's discretion. Clients will be notified of such closures either through the Platform and/or via email.

13. Suspension, Deactivation, and Account Closure

- 13.1. The Company reserves the right to suspend, deactivate, or terminate a Client's account where:
- (i) required by law, regulation, or order of a competent authority;
- (ii) there is reasonable suspicion of unlawful, fraudulent, or prohibited activity;
- (iii) the Client has breached these Terms or
- (iv) Where legally permissible, the Company will provide prior notice or, if not practicable, notify promptly after. Any remaining assets will be returned to the Client's original verified source of funds, unless otherwise required by law or official directive.
- 13.2. By agreeing to this Client Agreement, the Client confirms that they have read, understood, and accepted all legal documents available under the "Legal Documents" section on the Company's website, as amended from time to time.
- 13.3. A monthly inactivity fee will be charged to accounts that show no activity such as deposits, withdrawals, or newly opened positions for a continuous period of at least one (1) month. The first 30 days of inactivity will not incur any charges. Thereafter, a fee of 100 USD will be applied for every subsequent 30-day period of inactivity. This fee covers the cost of maintaining the ongoing availability of the trading account. The applicable fee will be deducted from any balance held in the account and may be subject to change as published on the Company's website.
- 13.4. If a Client's account remains inactive for a period of twelve (12) months or more, the Company may, at its discretion, classify the account as dormant and proceed with closure.
- 13.5. Accounts with no login activity for over twelve (12) months will be deemed "Dormant" and may be archived. A monthly inactivity fee, as specified on the Company's website, will apply for the duration of inactivity.
- 13.6. The Company reserves the right to cancel any unused or active bonuses associated with

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dormant or inactive accounts. Such actions will be governed by the Company's Trading Bonus Scheme Terms and Conditions.

13.7. Clients may request account closure at any time by withdrawing all available funds and either following the instructions provided via the Platform or by contacting the Company directly.

14. Amendments and Termination

- 14.1. The Company reserves the right to amend, update, or modify these Terms and Conditions, as well as any related policies or agreements, at its sole discretion and at any time. Such amendments may be made to reflect legal, regulatory, technical, or business changes. Any material amendments will be communicated to the Client via email and/or published on the Company's website. The continued use of the Services following any such amendment shall be deemed as acceptance of the updated Terms.
- 14.2. The Client may request the closure of their trading account at any time by submitting a written request to the Company or by following the account closure process available through the Client Portal. Termination will only take effect once all outstanding obligations have been fulfilled, all open positions have been closed, and any remaining balance has been withdrawn. The Company will confirm account closure once these conditions are satisfied.
- 14.3. The Company reserves the right to close a Client's account, with or without prior notice, in the following cases:
- (i) The Client has breached any term of this Agreement or engaged in Prohibited Use;
- (ii) The Company is required to do so by law, regulation, or a regulatory authority;
- (iii) The Client has failed to comply with KYC, AML/CFT, or verification requests within the prescribed timeframe;
- (iv) The account has been inactive or dormant in accordance with Clause 12;
- e) The Company reasonably suspects fraudulent activity or misuse of the account.
- 14.4. Where possible, the Company will inform the Client in advance of the account closure. In cases involving inactivity, verification failure, or regulatory reasons, the Client will be notified via email that the account will be closed or has been closed.
- 14.5. Upon account closure, the Client is entitled to withdraw any remaining balance, subject to the Company's withdrawal procedures, provided there are no outstanding obligations. Funds will be returned to the original payment method used for deposits, unless otherwise required by law or if such method is no longer available.
- 14.6. Following closure, the Company will retain records of the Client's account and transaction history for a period prescribed by applicable regulations for legal and compliance purposes.
- 14.7. Once an account is closed, access to the Platform and Services will be terminated. The



Client remains liable for any obligations or liabilities that arose prior to closure.

15. Limitation of Liability and Indemnification

- 15.1. By accepting these Terms, the Client acknowledges and agrees that:
- (i) In the event of a dispute with another user, individual, legal entity, or any party introduced through the Platform or Services, the Client hereby releases Delcamp from all claims, liabilities, and damages arising from or connected to such disputes, including any breach of these Terms, violations of applicable laws or regulations, or infringement of third-party rights. (ii) Delcamp's liability is strictly limited to the amount of funds available in the Client's account at the time the cause of action arises, except in cases of fraud, willful misconduct, or gross negligence by the Company. (iii) In any claim arising from or relating to the use of the Website and/or Services, the Client's maximum recoverable damages shall be limited to the actual value of the funds involved in the transaction, except in cases of fraud, willful misconduct, or gross negligence by the Company. Delcamp shall not be liable for any anticipated profits, loss of opportunity, or indirect, incidental, or consequential damages.
- 15.2. Delcamp provides no guarantees or representations regarding the successful processing of transactions that depend on third-party service providers (such as banks or other external systems). Delcamp assumes no liability for delays, disruptions, or failures in transaction processing caused by circumstances beyond its reasonable control.

16. Confidentiality

- 16.1 The Company is committed to protecting the privacy and confidentiality of all Client information in accordance with applicable data protection laws and regulations. By entering into this Client Agreement, the Client consents to the collection, use, processing, and storage of their personal data by the Company for the purpose of providing the Services, maintaining the business relationship, complying with regulatory obligations, and performing internal administrative and risk management functions.
- 16.2. The Company shall take all reasonable measures to ensure that personal data provided by the Client remains confidential and is securely stored and processed. Access to such information will be limited to authorized personnel, agents, affiliates, or service providers who require access for the performance of their duties and are bound by confidentiality obligations.
- 16.3. The Client acknowledges and agrees that the Company may be required to disclose certain personal or transactional information to regulatory, governmental, tax or other competent authorities, as required by applicable law, regulation, court order, or official directive. Such disclosure will only be made in accordance with legal obligations, and the Client will not be entitled to prior notice, unless permitted or required by law.



- 16.4. The Client has the right to access and, where applicable, correct, update or request deletion of their personal data held by the Company. Any such request must be submitted in writing and will be processed in accordance with applicable data protection legislation and the Company's Privacy Policy.
- 16.5. The Client undertakes to maintain the confidentiality of any information, materials, or data provided by the Company, including but not limited to account credentials, platform access information, and proprietary content. The Client shall not disclose or make available such information to any third party without the prior written consent of the Company, except where required by law.
- 16.6. The obligations of confidentiality under this clause shall survive the termination of this Agreement for a period of five (5) years, or for as long as the information remains confidential, whichever is longer.

17. Conflict of Interest

- 17.1 The Company is committed to maintaining the highest standards of integrity and transparency in its operations. In this regard, the Company shall take all reasonable steps to identify, prevent, and manage any actual or potential conflicts of interest that may arise:
- (i) between the Company, including its directors, officers, employees, tied agents, or any other person directly or indirectly connected to the Company through control, and its Clients; or (ii) between one Client and another.
- 17.2. Such measures are designed to ensure that the interests of all Clients are treated fairly and with due regard. Where conflicts of interest cannot be effectively avoided, the Company will disclose the nature and source of the conflict to the affected Client prior to undertaking any business on their behalf.

18. Anti-Money Laundering

- 18.1. The Company is subject to applicable laws and regulations relating to the prevention of money laundering and terrorist financing. In accordance with its legal obligations, the Company is required to implement effective internal procedures and controls to detect, prevent, and report any suspicious activities. As part of this compliance framework, the Client acknowledges and accepts that the Company may request the submission of certain identification, verification, and supporting documentation to fulfill its obligations under applicable AML regulations.
- 18.2. In the event that the Client fails or refuses to provide the required information or documentation, the Company reserves the right, at its sole discretion, to decline or suspend the execution of any transactions or instructions. The Company shall not be held liable for any delays or interruptions resulting from the Client's failure to comply with AML documentation



requirements.

19. Force Majeure

- 19.1. The Company shall not be held liable for any failure or delay in fulfilling its obligations under these Terms and Conditions if such failure or delay is caused by events beyond its reasonable control (each a "Force Majeure Event"). Such events include, but are not limited to:

 Acts of God, natural disasters (including earthquakes, floods, fires, storms, burricanes, or
- Acts of God, natural disasters (including earthquakes, floods, fires, storms, hurricanes, or epidemics),
- Wars, armed conflicts, terrorist attacks, civil disturbances, or riots, governmental actions, sanctions, embargos, regulatory or legal changes, labour disputes, strikes, or lockouts, failures or disruptions in telecommunications, internet service, or power supply, malfunction of trading systems, hardware, software, or third-party services that are essential to the provision of Services,
- Any other event that renders the provision of the Services impracticable or impossible.
- 19.2. During the period of a Force Majeure Event, the obligations of the Company shall be suspended to the extent that they are affected by such an event. The Company shall make reasonable efforts to mitigate the impact and resume normal operations as soon as practicable.
- 19.3. The Company shall not be held responsible for any losses, damage, or costs incurred by the Client as a result of a Force Majeure Event. In such circumstances, the Company may, without prior notice and at its sole discretion, take any of the following actions:
- (i) Suspend or modify the application of any or all provisions of these Terms,
- (ii) Suspend or close any open positions or cancel any pending orders,
- (iii) Restrict or terminate access to the Platform and/or the Services,
- (iv) Take any other measures it deems necessary and appropriate for the protection of both the Company and the Client.
- 19.4. The Company will notify the Client of the occurrence of a Force Majeure Event as soon as reasonably practicable and will provide an update regarding the continuation or cessation of such event.

20. Entire Agreement

- 20.1. These Terms and Conditions, together with the Company's Privacy Policy, any annexes, schedules, and all other documents expressly incorporated by reference herein, constitute the entire agreement between the Client and Delcamp with respect to the subject matter herein and supersede all prior or contemporaneous communications, representations, understandings, agreements, negotiations, or discussions whether oral or written between the parties.
- 20.2. The Client acknowledges that they have not relied on any statements, representations, promises, or assurances not expressly set forth in these Terms, and that no prior agreement,



understanding, or arrangement of any kind, whether formal or informal, shall have any legal effect or enforceability in relation to the subject matter of this agreement.

- 20.3. In the event of any inconsistency between these Terms and any document or communication not expressly incorporated by reference, the provisions of these Terms shall prevail.
- 20.4. The Company may enter into supplemental or separate agreements with the Client in writing, which may modify or amend these Terms as applicable to that specific Client. Such agreements shall form part of the overall contractual relationship and will be deemed to prevail over these Terms to the extent of any inconsistency.

21. Transfer and Assignment

- 21.1. The Client may not assign, transfer, delegate, or otherwise dispose of any of their rights or obligations under these Terms without the prior written consent of the Company. Any attempt to do so without such consent shall be considered null and void and of no effect.
- 21.2. The Company reserves the right to assign, transfer, or delegate any or all its rights, obligations, or interests under these Terms including, without limitation, to an affiliate, subsidiary, or in connection with a merger, acquisition, corporate reorganization, or sale of assets without the need for the Client's consent and without prior notice.
- 21.3. These Terms shall be binding upon and shall ensure to the benefit of the parties hereto and their respective permitted successors, assigns, and legal representatives.

22. Governing Law and Jurisdiction

- 22.1. These Terms, as well as any use of the Website and/or Services, and any rights, obligations, or disputes arising out of or in connection with these Terms whether contractual or non-contractual shall be governed by and construed in accordance with the laws of the Union of the Comoros, without regard to any conflict of laws principles.
- 22.2. The parties agree that the courts of the Union of the Comoros shall have exclusive jurisdiction over any dispute, claim, or controversy arising out of or relating to these Terms, your use of the Website or Services, or any matters arising therefrom.
- 22.3. By agreeing to these Terms, the Client irrevocably submits to the exclusive jurisdiction of the courts and waives any objection to proceedings in such courts on the grounds of venue or inconvenient forum.