

# **Client Agreement**

#### 1. Introduction

This Client Agreement ("Agreement") sets forth the terms and conditions under which Tradin ("we," "us," or "our") provides trading services to you, the Client ("you" or "your"). By opening an account, accessing our platforms, or engaging in any trading activity with us, you confirm that you have read, understood, and agreed to be bound by this Agreement. This document forms a legally binding contract and governs all aspects of your relationship with Tradin, including account management, trading activity, risk disclosures, and dispute resolution. It is your responsibility to review this Agreement periodically, as updates may be made to reflect changes in regulation, technology, or business operations.

#### 2. Regulatory Status

Tradin is a regulated financial services provider, authorised by the Financial Services Commission (FSC) of Mauritius under license number GB25204266. Our operations are conducted in accordance with the regulatory framework established by the FSC, which includes requirements related to client protection, capital adequacy, reporting obligations, and operational integrity. Our registered office is located at The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius. We are committed to maintaining full regulatory compliance and transparency in all jurisdictions where we operate, and we may be subject to additional oversight depending on the nature of our services and the location of our clients.

# 3. Client Eligibility and Capacity

To engage with our services, you must be at least 18 years of age and possess the legal capacity to enter into binding contracts. You represent and warrant that you are acting on your own behalf and not as an agent, nominee, or trustee for any third party. You further confirm that you have sufficient knowledge, experience, and understanding of financial markets and derivative instruments to assess the risks associated with trading. If you are acting on behalf of a legal entity, you must have the appropriate authority to bind that entity to this Agreement. We reserve the right to request documentation to verify your identity, legal capacity, and trading experience.

### 4. Account Opening and Verification

Opening an account with Tradin requires completion of our onboarding procedures, which include identity verification, proof of address, and assessment of your financial profile. These procedures are designed to comply with international standards for Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF). You agree to provide accurate, complete, and up-to-date information during the onboarding process and to notify us promptly of any changes. We may conduct ongoing due diligence and request additional documentation at any time. Failure to comply may result in account suspension or termination. You are responsible for safeguarding your login credentials and must immediately inform us of any suspected unauthorised access or security breach.

#### 5. Risk Disclosure

Trading in derivative products such as Contracts for Difference (CFDs) and rolling spot forex involves substantial risk and is not suitable for all investors. The use of leverage can magnify both gains and losses, and market volatility may result in rapid changes in asset prices. You may lose more than your initial deposit, and there is no guarantee of profit. Past performance is not indicative of future results. You should carefully consider your financial situation, trading objectives, and risk tolerance before engaging in any trading activity. We strongly recommend that you seek independent financial advice if you are uncertain about the risks involved.



# 6. Products and Trading Terms

Our trading services are limited to execution-only transactions in derivative instruments. We do not provide investment advice, portfolio management, or discretionary trading services. All trades are subject to our Order Execution Policy, which outlines how orders are handled, executed, and priced. Prices displayed on our platforms are indicative and may differ from actual execution prices due to market conditions, latency, or slippage. We reserve the right to reject, delay, or cancel orders if they violate our policies, exceed risk thresholds, or are affected by technical issues. You are responsible for monitoring your positions and ensuring that your trading activity complies with applicable laws and regulations.

#### 7. Margin and Leverage

Leverage allows you to control larger positions with a smaller margin deposit, but it also increases your exposure to market risk. Margin requirements are determined by the instrument traded, market volatility, and your account profile. We may adjust margin levels at our discretion and without prior notice to reflect changes in market conditions or regulatory requirements. You must maintain sufficient margin in your account to support open positions. If your margin falls below the required level, we may initiate automatic liquidation of your positions to prevent further losses. You are solely responsible for monitoring your margin levels and ensuring compliance with our margin policies.

#### 8. Deposits and Withdrawals

Deposits must be made from accounts held in your name and may be subject to verification procedures. We do not accept third-party payments unless explicitly authorised. Withdrawals will generally be processed to the original funding source, unless otherwise agreed and verified. Processing times may vary depending on the payment method, jurisdiction, and compliance checks. We reserve the right to delay or reject transactions that raise concerns related to fraud, money laundering, or regulatory compliance. You are responsible for any fees or charges imposed by your bank or payment provider.

# 9. Charges and Fees

Our fees and charges are published on our Website and may include spreads, commissions, overnight financing (swap) rates, and inactivity fees. These charges are subject to change and may vary depending on the instrument traded, account type, and market conditions. You agree to pay all applicable fees and authorise us to deduct them directly from your account balance. We may also charge fees for additional services such as account statements, data feeds, or premium features. It is your responsibility to review our fee schedule regularly and ensure that you understand the cost implications of your trading activity.

### 10. Electronic Trading Services

We provide access to electronic trading platforms that allow you to place orders, manage positions, and monitor market data. These platforms are intended for personal use and must not be shared or used for unauthorised purposes. We may suspend or terminate access if we detect misuse, unauthorised activity, or violations of our terms. You are responsible for all orders placed through your account, regardless of whether they were authorised by you. We may monitor, record, and store communications and trading activity for compliance, training, and security purposes. Platform performance may be affected by technical issues, and we do not guarantee uninterrupted access.

#### 11. Client Money



Client funds are held in segregated accounts in accordance with FSC regulations and are not commingled with our own operational funds. This segregation is intended to protect client assets in the event of insolvency. We may transfer client funds to third-party service providers for the purpose of executing transactions, subject to appropriate safeguards. We may earn interest on client funds held in segregated accounts and are not obligated to share such earnings unless otherwise agreed. You acknowledge that the protection of client money may vary depending on the jurisdiction and the nature of the transaction.

#### 12. Conflicts of Interest

We maintain a Conflicts of Interest Policy designed to identify, manage, and mitigate potential conflicts between our interests and those of our clients. This policy includes procedures for disclosure, internal controls, and staff training. We may act as principal in certain transactions or receive compensation from third parties, which could create a conflict of interest. We are committed to treating clients fairly and transparently and will disclose material conflicts where appropriate. Our Conflicts of Interest Policy is available on our Website and forms an integral part of this Agreement.

#### 13. Events of Default

An Event of Default occurs when you breach any provision of this Agreement, become insolvent, fail to meet margin requirements, engage in abusive trading practices, or violate applicable laws. In such cases, we may take immediate action to protect our interests, including closing open positions, restricting account access, freezing funds, or terminating this Agreement. We may also report suspicious activity to regulatory authorities and pursue legal remedies. You are responsible for any losses, costs, or damages incurred as a result of an Event of Default.

### 14. Termination

This Agreement may be terminated by either party with five Business Days' written notice. Upon termination, you must close all open positions and settle any outstanding obligations. We may also terminate this Agreement immediately in cases of fraud, regulatory breach, or risk to our operations. Termination does not affect accrued rights or liabilities, and certain provisions of this Agreement may survive termination, including those related to indemnity, liability, and dispute resolution.

### 15. Data Protection

We process personal data in accordance with applicable data protection laws, including the Mauritius Data Protection Act and any relevant international standards. By entering into this Agreement, you consent to the collection, processing, and transfer of your personal data for the purpose of providing services, conducting compliance checks, and fulfilling legal obligations. We implement technical and organisational measures to safeguard your data and may share it with third parties such as regulators, auditors, or service providers. You have the right to access, correct, or delete your personal data, subject to legal and operational constraints.

# 16. Liability and Indemnity

We shall not be liable for any losses, damages, or expenses arising from your use of our services unless caused by our gross negligence, fraud, or wilful misconduct. We are not responsible for losses resulting from market movements, system failures, or third-party actions. You agree to indemnify us against any claims, liabilities, or costs arising from your breach of this Agreement, misuse of our platforms, or failure to comply with applicable laws. This indemnity extends to legal fees, regulatory penalties, and reputational harm.



# 17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius. Any disputes arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction. The information provided is not directed at residents in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is your responsibility to ensure compliance with all applicable laws and regulations. You should verify with the competent authorities in your jurisdiction whether you are legally permitted to open and maintain an account before proceeding.

