

Account Opening Agreement



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1. Introduction

- 1.1. This Account Opening Agreement (the "Agreement") is entered into between ALTUM Ltd, a company duly incorporated and existing under the laws of the Republic of Seychelles, with company registration number 8434835-1, having its registered address at House of Francis, Room 302, Ile Du Port, Mahe, Seychelles, and licensed and regulated by the Seychelles Financial Services Authority (FSA) under Securities Dealer's Licence No. SD194, trading under the brand name Altum Brokers (hereinafter referred to as the "Company", "we", "us", or "our"), and the natural or legal person who has completed and submitted the Company's Account Opening Form (the "Client", "you", or "your").
- 1.2. This Agreement, together with all Schedules, Policies, Disclosures, and Legal Documents published on the Company's official website or otherwise made available to the Client, forms the legally binding contract governing all dealings between the Company and the Client in relation to the opening and operation of trading accounts and the provision of financial products and services by the Company.

By applying to open an Account with the Company, the Client acknowledges that they have read, understood, and agreed to be bound by the terms of this Agreement and all other documents forming part of it, including without limitation the:

- (a) Risk Disclosure Statement;
- (b) Best Execution Policy;
- (c) Conflict of Interest Policy;
- (d) Complaints Handling Policy;
- (e) Privacy Policy; and
- (f) Anti-Money Laundering and Counter-Terrorist Financing Policy.

- 1.3. This Agreement supersedes any prior agreement, arrangement, or understanding (written or oral) between the Client and the Company concerning the subject matter hereof.
- 1.4. The Company reserves the right, at its sole discretion, to decline or refuse any Account Opening Application without being required to provide reasons.
- 1.5. In the event of a conflict between this Agreement and the Securities Act 2007, the Securities (Licensing and Conduct of Business) Regulations 2008, or any directive of the FSA, the latter shall prevail.

2. Definitions And Interpretations

- 2.1. Unless the context otherwise requires, the following words and expressions shall have the meanings set out below. Words importing the singular include the plural and vice versa; words importing one gender include all genders; and references to persons include natural persons, legal entities, partnerships and associations.

Term	Definition
Account	A trading account opened by the Client with the Company for entering into Transactions in Financial Instruments offered by the Company.
Account Detailed Report	A statement showing the Client's securities portfolio, open positions, margin requirements, and cash balance at a specific point in time.
Account Opening Form (AOF)	The online or physical form submitted by a Client to request the opening of an Account.
Agreement	This Account Opening Agreement, together with all Schedules, Policies, Disclosures, appendices, and any other document

incorporated by reference.

Applicable Regulations	The Securities Act 2007, the Securities (Licensing and Conduct of Business) Regulations 2008, the Anti-Money Laundering and Counter-Terrorist Financing Act 2020, and all other laws, rules, directives, and circulars issued by the Seychelles Financial Services Authority (FSA) or any competent authority.
Ask Price	The price at which the Company is willing to sell a CFD to the Client.
Authorised Person	A person formally authorised by the Client, under a Power of Attorney or similar written instrument, to give instructions or act on the Client's behalf in relation to the Account.
Balance	The sum of the Client's Account after the last completed Order and all deposits and withdrawals made during any period of time.
Best Execution Policy	The Company's prevailing policy describing how it achieves the best possible result for Clients when executing Orders, as published on the Company's Website.
Bid Price	The price at which the Company is willing to buy a CFD from the Client.
Business Day	Any day other than a Saturday, Sunday or public holiday in the Republic of Seychelles on which banks are open for business.
Business Introducer	A person or entity with whom the Company has entered into an agreement to introduce prospective Clients to the Company.
CFD or Contract for Difference	A contract between the Client and the Company to exchange the difference in value of an underlying asset between the opening and closing of the contract, without the Client acquiring ownership of the underlying asset.
Client	Any natural or legal person who has been accepted by the Company as a Client under this Agreement.
Client Money	Funds held by the Company on behalf of the Client in accordance with the FSA client-money requirements, segregated from the Company's own funds.

Collateral	Any assets, funds, or property deposited with the Company to secure the Client's obligations under this Agreement.
Company	ALTUM Ltd, incorporated in the Republic of Seychelles with company registration number 8434835-1, licensed by the FSA under Securities Dealer's Licence No. SD194, trading as Altum Brokers.
Company's Website	www.altumbrokers.com or any successor domain officially notified to Clients.
Contract	Any agreement or Transaction entered into between the Company and the Client for the purchase or sale of any Financial Instrument
Counterparty	Any bank, liquidity provider, or broker through whom the Company may hedge or offset Transactions.
Dormant Account	A Live Account with no financial or trading activity for a continuous period of six (6) months or more, subject to the Company's Dormant Account policy.
Durable Medium	Any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored (e.g., email, PDF document).
Electronic Verification	The process of verifying a Client's identity using electronic databases or third-party verification systems.
Electronic Trading Platform (or Trading Platform or TP)	Any electronic system or application provided by the Company for placing Orders, executing Transactions, and monitoring Account activity.
Equity	The value of a Client's Account calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit/Loss} + \text{Swap}$.
Event of Default	Any event described in Clause 27 of this Agreement that entitles the Company to take remedial or protective action, including termination of open positions or closure of Accounts.
Executable Prices	Account-type-specific Bid and Ask Prices displayed on the Trading Platform that are available for execution of Orders.

FSA	The Seychelles Financial Services Authority, the regulator responsible for licensing and supervising securities dealers under the Securities Act 2007.
Financial Instruments	CFDs and other over-the-counter derivative products offered by the Company, including CFDs on foreign exchange, indices, commodities, stocks, and cryptocurrencies.
Floating Profit/Loss	The unrealised profit or loss of open positions at current market prices of the underlying assets.
Force Majeure Event	Any event or circumstance beyond the reasonable control of a party, including but not limited to natural disasters, war, terrorism, power or communications failures, or regulatory restrictions, which prevents or delays performance under this Agreement.
Free Margin	Funds available for opening new positions, calculated as Free Margin = Equity – Used Margin.
Indicative Prices	Prices displayed on the Trading Platform for reference or charting purposes, which may differ from Executable Prices.
Leverage	The ratio of the Client's exposure to the initial margin required. For example, 1:100 means that USD 1 of margin controls USD 100 of exposure.
Margin	The amount of funds required to open or maintain open positions, as determined by the Company's margin requirements.
Margin Call	A notification issued when the Client's margin level falls below the minimum threshold, requiring the Client to deposit additional funds or close open positions.
Margin Level	The percentage ratio of Equity to Used Margin, calculated as (Margin Level = $\text{Equity} \div \text{Used Margin} \times 100\%$).
Market Rules	The rules, customs and practices of any exchange, clearing house, or market applicable to the conclusion or settlement of a Transaction.
Open Position	Any position or Transaction that has not been closed.

Order	Any instruction from the Client to the Company to open, modify or close a Transaction on the Trading Platform.
OTC (Over-the-Counter)	Any contract concerning a commodity, currency, security or other Financial Instrument which is not traded on a regulated exchange but directly between two parties.
PEP (Politically Exposed Person)	An individual who is or has been entrusted with a prominent public function, including their family members and close associates, as defined under the AML/CFT Act 2020.
Principal	The individual or legal entity who is a party to a Transaction acting on its own behalf and not as agent.
Rebate	Any percentage of spread or commission returned to the Client, where applicable under a separate agreement.
Services	The investment and ancillary services provided by the Company to the Client under this Agreement, including execution of orders in Financial Instruments.
Spread	The difference between the Ask Price and the Bid Price.
Spreads and Conditions Schedule	The schedule of spreads, charges, margins, swaps, and other rates applicable to the Company's Services, published on the Company's Website.
Swap	The funds credited or debited to the Client's Account from rolling over (carrying forward) an open position overnight.
Trade Confirmation	A notification generated by the Trading Platform confirming the execution of a Client's Order.
Trading Account	A personalised account within the Company's systems used for executing trades. A Client may hold multiple Trading Accounts under a single profile.
Underlying Asset	The financial instrument, commodity, currency, index or other asset on which the price of a CFD is based.
Used Margin	The portion of the Client's funds currently allocated to maintain open positions.
Website	The Company's official website www.altumbrokers.com or any

successor domain notified to Clients.

Written or In Writing Includes communications made by electronic means, such as email, online portal or secure message.

- 2.2. If there is any conflict between this Agreement and any Applicable Regulations or Market Rules, the latter shall prevail.
- 2.3. References to legislation shall include all subsequent amendments, re-enactments, or replacement legislation in force from time to time.
- 2.4. Headings and sub-headings are for convenience only and shall not affect the interpretation of this Agreement.

3. Scope Of The Account Opening Agreement

- 3.1. The Company is authorised to provide execution-only services in respect of Contracts for Difference (CFDs) and other over-the-counter derivative instruments, including CFDs on foreign exchange, indices, commodities, stocks, and cryptocurrencies, in accordance with its licence issued by the FSA under the Securities Act 2007.
- 3.2. The Company will act as principal and not as agent in all Transactions with the Client. The Client enters into each Transaction as principal and is personally responsible for performing all obligations under such Transactions.
- 3.3. The Company provides its services strictly on an execution-only basis and does not provide investment advice, portfolio management, or any form of recommendation. Any information, analysis, or commentary provided by the Company shall be considered of a general nature and not constitute investment advice.

- 3.4. The Company may, at its discretion, amend or withdraw any of its services, trading products, or account types without prior notice, provided that such amendments are consistent with applicable laws and regulations.
- 3.5. This Agreement, once accepted by the Client through the submission of the online application and the selection of the "I Accept" option (or equivalent digital acknowledgment), shall constitute a valid and binding agreement in accordance with the Electronic Transactions Act 2001 (Seychelles).
- 3.6. The Client acknowledges that trading in leveraged Financial Instruments carries a high level of risk and may result in losses exceeding the initial investment. The Client should ensure they fully understand such risks and seek independent advice if necessary.

4. Client Acceptance Policy

- 4.1. The Company is under no obligation to accept any person as a Client and may, at its sole discretion, refuse any application for account opening.
- 4.2. Prospective Clients must complete the Company's Account Opening Form, provide all required identification documents, and successfully pass all internal compliance checks, including Know-Your-Customer (KYC) verification and Anti-Money Laundering (AML) screening, before an Account can be activated.
- 4.3. The Company may request additional documentation or information at any time throughout the business relationship to satisfy its due-diligence and regulatory obligations. Failure to provide such documentation may result in the Company suspending or terminating the Account.

- 4.4. The Company will not accept deposits or allow trading activity on any account that has not been approved and verified in accordance with its internal compliance and FSA requirements.
- 4.5. The Company reserves the right to close any unverified Account which remains inactive for more than three (3) months from the date of application.
- 4.6. All information provided by the Client during the account-opening process must be complete, true, and accurate. The Client shall promptly notify the Company of any changes to their information or status.
- 4.7. The Company conducts electronic verification processes where permissible and may rely on digital databases and third-party providers to confirm the Client's identity, residence, and sanction status.
- 4.8. The Company shall not be liable for any loss arising from the Client's failure to provide correct information or from delays caused by incomplete documentation or verification.
- 4.9. Upon successful completion of the verification process, the Client shall be notified electronically that their trading account has been approved, and the Client will receive secure login credentials to the Company's Trading Platform.

5. Commencement Of The Account Opening Agreement

- 5.1. The Agreement shall come into effect and be deemed binding on both parties from the date the Company confirms acceptance of the Client's Account Opening Application and issues a trading account number and login credentials.
- 5.2. By activating and using the trading account, the Client acknowledges that they have read, understood, and agreed to the terms of this Agreement and all related Company Policies published on the Company's Website.

- 5.3. This Agreement shall remain in force unless and until terminated in accordance with Clause 36 of this Agreement.
- 5.4. The Company reserves the right to amend, replace, or supplement the Agreement and related Policies at any time, provided such changes are communicated to the Client in accordance with Clause 28 (Amendments).

6. Capacity

- 6.1. The parties enter into this Agreement on a principal-to-principal basis. For the avoidance of doubt, the Company executes Transactions with the Client as principal and not as agent.
- 6.2. The Client acts as principal and not as agent, representative, trustee, or custodian for any other person. The Client may only act on behalf of another person if the Company has provided prior written consent and all required documentation has been submitted and approved.
- 6.3. Where a Client authorises a third party (an "Authorised Person") to act on their behalf under a valid Power of Attorney or equivalent instrument, the Company shall be entitled to rely on any instruction given by such person without obligation to verify its authenticity, unless written notice of revocation has been received and acknowledged by the Company.
- 6.4. The Company shall not be responsible for verifying the validity of any third-party authority not expressly recognised in writing. The Client remains fully responsible for all instructions given by any person appearing to be duly authorised.
- 6.5. Where a Client has been introduced to the Company by a Business Introducer or other intermediary, the Client acknowledges that:
 - (a) such person is not a representative or agent of the Company;

(b) any agreement between the Client and the introducer is independent of this Agreement; and

(c) the Company is not bound by, nor responsible for, any statements, representations, or promises made by the introducer.

- 6.6. If the Client is a joint account holder, each person shall be jointly and severally liable for all obligations under this Agreement. The Company may act upon instructions from any one joint account holder unless otherwise agreed in writing.

7. Assurances And Guarantees

- 7.1. The Client hereby provides the following assurances and guarantees to the Company, which shall remain valid throughout the duration of the relationship:

7.1.1. **Ownership of Funds** – All funds deposited with the Company belong to the Client, are free from any lien, charge, pledge, or encumbrance, and are not derived from any criminal or unlawful activity.

7.1.2. **Legality of Transactions** – The Client undertakes that all Transactions entered into under this Agreement shall comply with applicable laws, including anti-money laundering and counter-terrorist financing regulations.

7.1.3. **Authenticity of Documents** – The Client guarantees the authenticity and validity of all documents, information, and representations provided to the Company, whether during onboarding or thereafter.

7.1.4. **Acting on Own Account** – The Client acts for their own benefit and not as representative, trustee, or nominee of any third person, unless previously disclosed and approved by the Company.

7.1.5. Authority and Capacity

(a) If the Client is a natural person, they are over the age of 18 and of full legal capacity to enter into this Agreement.

(b) If the Client is a legal entity, it is duly incorporated, validly existing, and authorised to enter into this Agreement under its constitutive documents.

7.1.6. Accuracy of Information – The Client confirms that all information provided during the Account Opening process is true, complete, and accurate. The Client agrees to notify the Company immediately of any material change to such information.

7.1.7. Compliance – The Client undertakes to comply at all times with the terms of this Agreement, the Applicable Regulations, and the Company's internal policies and procedures.

7.1.8. No Conflict – The Client warrants that entering into and performing this Agreement does not breach any law, regulation, or contract binding upon them.

7.1.9. Continuing Representation – The Client acknowledges that the above representations and warranties shall be deemed repeated each time the Client enters into a Transaction with the Company.

8. Services

8.1. Subject to the terms of this Agreement and the Company's acceptance of the Client's application, the Company shall open one or more trading Accounts for the Client and provide execution-only services in respect of Contracts for Difference (CFDs) and other over-the-counter (OTC) derivative products.

- 8.2. The Company is authorised to provide access, via its Electronic Trading Platform(s), to trading in CFDs on:
- (a) Foreign Exchange (Forex) currency pairs,
 - (b) Indices,
 - (c) Commodities,
 - (d) Stocks, and
 - (e) Cryptocurrencies,
- and any additional Financial Instruments the Company may introduce from time to time.
- 8.3. The Company shall execute all Transactions with the Client as principal and not as agent. The Client shall be directly and personally responsible for performing all obligations arising from each Transaction.
- 8.4. The Company acts solely as an execution-only broker. It does not provide investment advice, portfolio management, or any recommendation regarding the merits or suitability of any transaction. Any information, research, analysis, or market commentary provided by the Company is of a general nature and does not constitute investment advice.
- 8.5. The Client acknowledges that:
- (a) Trading leveraged Financial Instruments carries a high level of risk, including the risk of losing all or more than the initial investment.
 - (b) The Client is solely responsible for all trading decisions and outcomes.
 - (c) The Company shall not be liable for any losses arising from trading decisions made by the Client or based on general information provided by the Company.
- 8.6. Orders may be placed via the Trading Platform as:
- (a) **Market Orders**, to buy or sell immediately at the current market price; or

(b) **Pending Orders**, including limit or stop orders, which execute automatically when a specified price level is reached.

- 8.7. All Orders are subject to the Company's Best Execution Policy and Spreads and Conditions Schedule. Execution at the specified price is not guaranteed due to market volatility or other factors beyond the Company's control.
- 8.8. The Company may aggregate, or split Client Orders if it reasonably believes such actions are in the Client's best interest. Aggregation may result in a less favourable price.
- 8.9. The Company may at its sole discretion suspend, refuse, or cancel any Order or Transaction if it reasonably believes such action is necessary to comply with Applicable Regulations, manage risk, or prevent abusive trading practices.
- 8.10. The Client agrees that the Company may record all telephone calls, online chats, and electronic communications related to Orders and Transactions. Such records may be used as evidence in any dispute or regulatory investigation.
- 8.11. The Company may, without prior notice, withdraw or modify any Financial Instrument, product, or service for regulatory, risk-management, or operational reasons.
- 8.12. The Client acknowledges that the Company is not obliged to accept any Order or enter into any Transaction and may, at its discretion, decline to act on an instruction without providing reasons.

9. Instructions

- 9.1. The Client may provide the Company with instructions or Orders to place, modify, or close Transactions through the Trading Platform or any other means approved by the Company.

- 9.2. The Company shall be entitled to rely and act upon any instruction or Order that appears to have been given by the Client or an Authorised Person, without further verification, unless the Company has reason to believe the instruction is not genuine.
- 9.3. The Client may authorise a third party ("Authorised Person") to provide instructions to the Company on their behalf, provided that:
- (a) a valid and duly executed Power of Attorney or equivalent authorisation is provided to the Company; and
 - (b) the Company has confirmed in writing its acceptance of such authority.
- 9.4. The Company shall not be liable for any loss arising from acting on instructions that appear to be properly authorised.
- 9.5. The Client acknowledges that all Orders placed via the Trading Platform shall be deemed final and binding once executed. Orders may not be cancelled, withdrawn, or amended after execution.
- 9.6. The Client shall be responsible for ensuring the accuracy of all information and instructions transmitted to the Company.
- 9.7. The Company may at its sole discretion refuse to act on any instruction or Order without providing a reason, including but not limited to:
- (a) where the Order is ambiguous or incomplete;
 - (b) where the Client has insufficient Margin or funds;
 - (c) where such action may contravene Applicable Regulations or internal risk controls; or
 - (d) where market conditions prevent proper execution.
- 9.8. The Client acknowledges that electronic instructions via the Trading Platform or email may be subject to delays, errors, or interruptions beyond the Company's

control, and that the Company shall not be liable for any resulting losses unless due to gross negligence or wilful default.

- 9.9. Once submitted, an Order is deemed received only when it has reached the Company's servers. Transmission delays or connectivity issues may affect the timing and price of execution.
- 9.10. The Company may aggregate the Client's Orders with those of other clients or with its own orders if it reasonably believes that such aggregation is in the Client's best interest. However, aggregation may result in a less favourable price.
- 9.11. The Company may split large Orders into smaller Orders for execution purposes, provided such action is consistent with the Company's Best Execution Policy.
- 9.12. If the Client operates multiple trading Accounts, the Company shall not automatically combine or net positions across Accounts unless otherwise agreed in writing.
- 9.13. Where the Company is unable to obtain contact with the Client, it may take such actions as it deems reasonably necessary to protect its or the Client's interests, including closing or adjusting open positions.

10. Recording Of Communications

- 10.1. The Client acknowledges and agrees that the Company may record, store, and monitor all telephone conversations, electronic communications (including emails, chats, and messages), and any other communications between the Client and the Company.
- 10.2. Such recordings shall remain the property of the Company and may be used as conclusive evidence of the content of any communication between the parties.

- 10.3. The Company may provide copies of recordings or transcripts to the FSA or any other competent authority upon lawful request, without notifying the Client.
- 10.4. Technical or system limitations may occasionally prevent the recording of a communication. The Company shall not be liable for failure to record or maintain any such communication.
- 10.5. All records shall be maintained by the Company in accordance with its record-keeping obligations under Securities (Conduct of Business) Regulations 2008 and FSA directives.

11. Client Funds

- 11.1. The Company shall maintain a segregated Client Money account (the "Client Account") with a reputable financial institution in accordance with the FSA's client-money requirements.
- 11.2. Client funds shall be held separately from the Company's own operational funds and used exclusively for the purpose of executing and maintaining Transactions or fulfilling the Client's obligations.
- 11.3. The Client authorises the Company to transfer or hold Client funds with third parties, including banks, liquidity providers, clearing institutions, or payment service providers, as reasonably required to execute Transactions or comply with Applicable Regulations.
- 11.4. The Company shall not be liable for any loss of Client funds resulting from insolvency, negligence, or other acts of third parties with whom funds are held, provided the Company exercised due care in their selection and monitoring.

- 11.5. Client funds shall not accrue interest. Any interest earned on Client Money may be retained by the Company to cover administrative and account maintenance expenses.
- 11.6. The Client authorises the Company to deduct from Client funds any amounts due to the Company under this Agreement, including but not limited to commissions, spreads, fees, negative balances, or other charges.
- 11.7. Payments are processed through a service provider Zenwave Services Limited, a company with registration number HE 477396, with its registered address at 22 Archbishop Makarios III, Makaria Center, 5th Floor, Office 501 Larnaca, 6017 and contact details at info@zenwaveservices.com
- 11.8. **Deposits**
- (a) The Client shall deposit funds into the designated Client Account using methods approved by the Company.
 - (b) Deposits must be made in the Client's own name. The Company reserves the right to reject any deposit made by or through a third party.
 - (c) Deposits are credited to the Client's trading Account upon the Company's receipt and verification of the funds.
- 11.9. **Withdrawals**
- (a) The Client may request withdrawals of available funds not used as Margin (Free Margin) by submitting a withdrawal request through the Company's secure portal.
 - (b) Withdrawals shall be made using the same payment method and to the same account from which the funds were originally deposited, unless otherwise required by Applicable Regulations.
 - (c) The Company reserves the right to request additional verification documents prior to processing any withdrawal.

(d) Withdrawal requests are generally processed within the timeframes stated on the Company's Website, but delays may occur due to verification, banking procedures, or external factors.

11.10. Negative Balances

If the Client's Account balance becomes negative due to Stop Out or other circumstances, the Company may at its sole discretion adjust the balance to zero (negative balance protection) unless such loss arises from abnormal trading or breach of this Agreement.

11.11. Dormant Funds

Funds held in Accounts classified as Dormant under Clause 15 may be subject to inactivity fees and ultimately remitted or handled in accordance with Applicable Regulations and the Company's Dormant Account Policy.

12. Company's Spreads And Trading Conditions

- 12.1. The Client acknowledges that all trading in CFDs and other Financial Instruments is subject to the spreads, commissions, swaps, margin requirements, and trading conditions published by the Company on its Website and in the Spreads and Conditions Schedule.
- 12.2. The Company reserves the right to amend spreads, margin requirements, leverage ratios, commissions, and other trading conditions at its discretion. Any such amendments shall take effect upon publication on the Company's Website.
- 12.3. The Company may share commissions or other remuneration with its liquidity providers, affiliates, or business introducers, or receive remuneration from them in connection with Transactions. Details of such arrangements will be provided to the Client upon request, where permitted by law.

- 12.4. All pricing and spreads quoted on the Trading Platform are indicative until an Order is executed. The Company provides quotes based on aggregated prices received from its liquidity providers but does not guarantee the availability of any specific price or spread.
- 12.5. The Client acknowledges that spreads may widen, leverage may be reduced, and margin requirements may increase at the Company's discretion during periods of market volatility, illiquidity, or major news events.
- 12.6. All prices provided on the Trading Platform are subject to errors, interruptions, or lags due to connectivity or data feed issues. In such cases, the Company reserves the right to correct pricing errors and adjust or cancel affected Transactions.
- 12.7. The Company may, without prior notice, suspend or modify the offering of any Financial Instrument, account type, or trading condition if required by market circumstances, risk considerations, or regulatory obligations.
- 12.8. The Client agrees to regularly review the Company's Website for updates to spreads, commissions, and trading conditions. Continued use of the Company's Services shall constitute acceptance of any amendments.
- 12.9. The Client shall be responsible for all applicable taxes, duties, and fees arising from their Transactions. The Company shall not be liable for the Client's tax obligations in any jurisdiction.

13. Leverage

- 13.1. The Company offers Clients the ability to trade leveraged products. Leverage allows the Client to control larger positions in the market with a relatively small amount of capital.

- 13.2. The Client acknowledges and understands that while leverage can magnify potential profits, it can also significantly increase potential losses.
- 13.3. The level of leverage applicable to a specific Account or Financial Instrument is determined by the Company and may vary depending on factors such as the Account type, Financial Instrument, market conditions, and the Client's trading experience.
- 13.4. The Company reserves the right, at its sole discretion and without prior notice, to:
 - (a) increase or decrease the leverage applied to the Client's Account or any specific Financial Instrument;
 - (b) impose leverage limits in accordance with Applicable Regulations or internal risk management policies; and
 - (c) modify or suspend leverage ratios in periods of high market volatility, low liquidity, or major economic events.
- 13.5. The Client shall remain solely responsible for monitoring the leverage applied to their Account and understanding its impact on open positions.
- 13.6. The Client acknowledges that increased leverage results in reduced Margin requirements but exposes the Account to higher risk of rapid losses, which may result in a Margin Call or Stop Out.
- 13.7. The Client is entitled to request a change in leverage through the Company's client portal or by contacting the Company's trading support department. Approval of any leverage change is at the Company's discretion.
- 13.8. Leverage ratios for specific Financial Instruments are published on the Company's Website and may be updated at any time.
- 13.9. The Company reserves the right to apply different leverage limits for certain categories of Clients or Financial Instruments in order to comply with the

Securities (Licensing and Conduct of Business) Regulations 2008 and its internal risk framework.

- 13.10. For the avoidance of doubt, negative balance protection applies to all retail Clients, ensuring that the Client shall not lose more than the total amount deposited into their trading Account. This protection does not apply in cases of fraud, manipulation, or breach of this Agreement by the Client.

14. Archived Account

- 14.1. A Trading Account may be classified by the Company as an Archived Account when it meets any of the following conditions:
- (a) no financial or trading activity (including deposits, withdrawals, or open positions) has occurred for a continuous period of 60 (sixty) calendar days; or
 - (b) all open positions have been closed, and the remaining balance is below the minimum operational threshold established by the Company; or
 - (c) the Account has been inactive due to non-compliance with verification or KYC requirements.
- 14.2. Once an Account is classified as archived:
- (a) all pending Orders shall be cancelled;
 - (b) trading access may be temporarily disabled; and
 - (c) the remaining balance (if any) may be transferred to the Client's main wallet or internal balance area ("Client Area") pending further instruction.
- 14.3. The classification of an Account as archived does not constitute termination of this Agreement. The Account may be reactivated upon the Client's written request, subject to the Company's approval and verification requirements.

- 14.4. The Company reserves the right to archive Accounts sooner than the period stated in Clause 14.1 in cases where:
- (a) the Account balance is negligible or zero;
 - (b) regulatory requirements mandate temporary suspension; or
 - (c) the Account is linked to outdated or unverifiable Client information.
- 14.5. The Client may request reactivation of an archived Account by contacting support@altumbrokers.com. The Company shall evaluate the request and may require updated identification or other verification documents prior to restoring trading access.
- 14.6. An archived Account shall not be considered a terminated Account, and any funds remaining in such Account shall continue to be treated as Client Money in accordance with Clause 11 of this Agreement.

15. Dormant Account

- 15.1. An Account shall be deemed Dormant if there has been no trading or financial activity (including deposits, withdrawals, or order placements) for a continuous period of six (6) months.
- 15.2. A Dormant Account may be subject to a Dormant Account Fee to cover administrative, compliance, and maintenance costs. The following fees may apply based on the duration of inactivity:
- (a) 6 months – 1 year: USD 5 (or equivalent) per month on the remaining balance until the balance reaches zero;
 - (b) 1 year – 2 years: USD 10 (or equivalent) per month;
 - (c) 2 years – 3 years: USD 20 (or equivalent) per month;

(d) Over 3 years: USD 30 (or equivalent) per month or an increased amount determined by the Company's policy.

- 15.3. If the Account balance is lower than the applicable Dormant Account Fee, the remaining amount will be charged in full, and the Account may be automatically closed with written notice to the Client.
- 15.4. No Dormant Fee will be applied to Accounts with a zero balance.
- 15.5. The Company shall notify the Client prior to the application of Dormant Fees and before the Account is closed due to inactivity.
- 15.6. Upon classification as Dormant, the Account may be reactivated upon the Client's request, subject to the Company's verification procedures and satisfaction of any outstanding compliance requirements.
- 15.7. The Company reserves the right to transfer any residual balance from a Dormant Account to a segregated account designated for dormant funds, in accordance with the Securities (Conduct of Business) Regulations 2008.
- 15.8. The Client retains the right to request the return of funds from a Dormant Account at any time by submitting a written request to support@altumbrokers.com, subject to successful identity verification.

16. Margin Deposits, Collateral And Payment

- 16.1. The Client shall provide and maintain sufficient funds in their Account to meet all Margin requirements applicable to their open positions, as determined by the Company in accordance with its Spreads and Conditions Schedule.

- 16.2. The Company may at any time require the Client to deposit such sums of money by way of initial or variation Margin as it may reasonably demand to protect itself against loss or risk on open or pending Transactions.
- 16.3. Margin requirements may vary depending on the Financial Instrument, account type, trading volume, market conditions, or other risk factors determined by the Company.
- 16.4. The Client is responsible for monitoring the Margin level of their Account at all times and for ensuring that sufficient funds are available to support open positions.
- 16.5. **Margin Call**
- (a) A Margin Call occurs when the Account's Margin Level falls below the minimum threshold defined by the Company.
 - (b) Upon a Margin Call, the Client must immediately deposit additional funds or close open positions to restore the Margin Level above the required amount.
 - (c) Failure to respond to a Margin Call may result in the automatic closure of some or all open positions without prior notice to the Client.
- 16.6. **Stop Out**
- (a) If the Account's Margin Level falls to or below the Stop Out level defined by the Company, the Company shall have the right, but not the obligation, to close some or all open positions automatically.
 - (b) Positions shall be closed in order of largest loss to smallest loss until the Margin Level exceeds the Stop Out threshold.
- 16.7. The Client shall promptly pay to the Company all amounts due under this Agreement, including but not limited to:
- (a) any deficit arising on the Account following the closure of Transactions;

- (b) commissions, fees, swaps, and any other charges as set forth in the Company's Spreads and Conditions Schedule;
 - (c) any costs, taxes, or levies incurred by the Company on the Client's behalf; and
 - (d) any losses, damages, or expenses incurred by the Company due to the Client's breach of this Agreement.
- 16.8. All payments to the Company shall be made in cleared funds, in the currency and manner specified by the Company, without set-off, counterclaim, or deduction.
- 16.9. The Company reserves the right to refuse to accept any funds from the Client if it suspects that such funds may be related to money laundering, terrorist financing, or any other criminal activity.
- 16.10. If the Client fails to meet Margin requirements or any other payment obligations, the Company may, without prior notice:
 - (a) close all or any part of the Client's open positions;
 - (b) apply any available funds or Collateral to offset the outstanding amount;
 - (c) combine or consolidate any of the Client's Accounts; and
 - (d) take any other action it deems necessary to protect its interests.
- 16.11. The Client acknowledges that negative balance protection applies to retail Clients, ensuring that their total losses shall not exceed the total deposits made to the trading Account. However, this protection shall not apply in cases of fraud, manipulation, abuse, or breach of this Agreement by the Client.
- 16.12. The Company reserves the right to return the Client's deposited funds at any time, with or without reason, by remitting them to the same source of payment from which they originated.

17. Account Reporting And Trade Confirmation

- 17.1. The Company shall make available to the Client a Trade Confirmation in respect of each Transaction entered into by the Client. Such confirmation will normally be available immediately through the Trading Platform upon execution of the Transaction.
- 17.2. The Client may access a detailed record of all Transactions, balances, open positions, Margin requirements, and other account information at any time via the Trading Platform or the Client Portal.
- 17.3. The Company shall not be obliged to provide Trade Confirmations or Account Statements in printed form, unless the Client specifically requests them in writing. Any fees related to such requests may be charged to the Client.
- 17.4. The Client is required to review all confirmations and account statements and promptly report any error, discrepancy, or unauthorised transaction to the Company within three (3) Business Days of receipt.
- 17.5. In the absence of such notification, all information contained in the confirmations and statements shall be deemed accurate, conclusive, and binding on the Client.
- 17.6. The Company reserves the right to correct any obvious errors in Account Statements, Trade Confirmations, or other records and adjust the Client's Account accordingly.
- 17.7. The Client acknowledges that any failure of the Trading Platform or data feed, including delays or interruptions in execution or display of information, does not relieve the Client from the obligation to monitor their Account or manage open positions.

- 17.8. The Client agrees that communications and confirmations provided electronically via the Trading Platform or email shall constitute valid and legally binding records of transactions between the Client and the Company.

18. Communication

- 18.1. All communications between the Company and the Client shall be conducted in the English language, unless otherwise agreed in writing. Any translation of this Agreement or related documents into another language shall be provided for convenience only. In the event of any inconsistency, the English version shall prevail.
- 18.2. The Client acknowledges that all notices, documents, and other communications shall be deemed properly delivered if transmitted by any of the following means:
- (a) email to the Client's registered email address;
 - (b) publication on the Company's official Website or within the Client Portal;
 - (c) post or courier to the Client's last known address;
 - (d) telephone, where applicable, for urgent communications; or
 - (e) any other durable medium agreed between the parties.
- 18.3. Any communication sent by:
- (a) email shall be deemed received when it enters the recipient's information system;
 - (b) post shall be deemed received within seven (7) days (for international delivery) or forty-eight (48) hours (for domestic delivery); and
 - (c) publication on the Company's Website or Client Portal shall be deemed effective immediately upon posting.

- 18.4. The Client must ensure that the contact details provided to the Company are accurate and up to date. The Company shall not be liable for any loss, delay, or failure in communication arising from the Client's failure to maintain accurate contact information.
- 18.5. The Company may communicate with the Client for purposes including, but not limited to:
- (a) account information and transaction confirmations;
 - (b) changes to trading conditions or company policies;
 - (c) market news, updates, or general information; and
 - (d) promotional offers, subject to applicable marketing and data protection laws.
- 18.6. The Client may communicate with the Company by contacting:
- Support: support@altumbrokers.com
 - Trading Desk: trading@altumbrokers.com
 - Client Audit Department: clientaudit@altumbrokers.com
- 18.7. Communications shall be effective only upon actual receipt by the Company and must be made in writing unless otherwise agreed.
- 18.8. The Company shall not be liable for any delay, alteration, or distortion of communication transmitted through the Internet, email, or any electronic means beyond its reasonable control.
- 18.9. The Company may record or archive all communications with the Client, including telephone calls, electronic chats, and emails, in accordance with regulatory obligations.

19. Conflicts Of Interest

- 19.1. The Company, its directors, employees, or associates may have an interest, relationship, or arrangement that is material in relation to a Transaction or service provided to the Client.
- 19.2. The Company maintains and operates effective organisational and administrative arrangements, including a Conflicts of Interest Policy, to identify, prevent, and manage conflicts of interest that may arise between:
 - (a) the Company and its Clients;
 - (b) one Client and another; or
 - (c) the Company and its associates or third parties.
- 19.3. The Company shall take all reasonable steps to ensure that any conflict of interest does not adversely affect the Client's interests.
- 19.4. In certain cases, where organisational arrangements are insufficient to ensure with reasonable confidence that risks of damage to Client interests will be prevented, the Company shall:
 - (a) clearly disclose the general nature and source of the conflict to the Client before undertaking business; and
 - (b) obtain the Client's consent to proceed with the service or Transaction.
- 19.5. The Company's Conflicts of Interest Policy is available on its Website. By entering into this Agreement, the Client acknowledges that they have read and understood the policy.
- 19.6. The Company may act as principal or agent in relation to any Transaction with the Client. The Client acknowledges and agrees that the Company may:
 - (a) execute Transactions for the Client's Account where it also acts for other clients;

- (b) match the Client's Orders with those of other clients; or
- (c) take the opposite position to the Client's Transaction, in accordance with Applicable Regulations.

19.7. The existence of any such relationship or arrangement shall not impair the Company's duty to act honestly, fairly, and in the best interests of the Client when providing its services.

20. Inducements

- 20.1. The Company may pay or receive fees, commissions, or other non-monetary benefits (collectively referred to as "Inducements") to or from third parties, such as liquidity providers, affiliates, business introducers, or technology partners, in connection with the services provided to the Client.
- 20.2. Any Inducement paid or received by the Company shall be designed to enhance the quality of the service offered to the Client and shall not impair the Company's duty to act honestly, fairly, and in accordance with the best interests of its Clients.
- 20.3. The Company shall ensure that any Inducements are:
 - (a) clearly disclosed to the Client, where required by law;
 - (b) governed by written agreements defining the terms of remuneration; and
 - (c) in compliance with the Securities (Licensing and Conduct of Business) Regulations 2008 and any applicable FSA guidelines.
- 20.4. Upon reasonable request, the Company shall provide the Client with information regarding the amount or calculation basis of any Inducement paid or received in connection with the Client's Transactions.
- 20.5. The Client acknowledges and accepts that the Company may share part of the spread, commission, or other revenue generated from the Client's trading activity

with such third parties, without further consent, provided such arrangements do not prejudice the Client's interests.

21. Business Introducers

- 21.1. The Client may have been introduced to the Company by a Business Introducer or Affiliate, with whom the Company maintains a written agreement defining the terms of cooperation and remuneration.
- 21.2. The Client acknowledges and understands that:
 - (a) a Business Introducer is not an employee, agent, or representative of the Company;
 - (b) a Business Introducer has no authority to make promises, provide investment advice, or act on behalf of the Company; and
 - (c) any agreement between the Client and the Business Introducer is independent of this Agreement and does not create obligations for the Company.
- 21.3. The Company may pay commissions, rebates, or other forms of remuneration to Business Introducers based on the trading volume, deposits, or other activity of Clients referred to the Company, in accordance with its internal policies and regulatory requirements.
- 21.4. The Company is not responsible for any act, omission, or representation of a Business Introducer, nor for any losses or damages incurred by the Client as a result of actions or advice given by such person.
- 21.5. The Client acknowledges and agrees that higher spreads, commissions, or mark-ups may apply to accounts introduced through Business Introducers, and that part of such spread or commission may be shared with the Introducer as compensation.

- 21.6. The Client may at any time request that their account be unlinked from a Business Introducer by providing written notice to the Company. The Company will review and, where appropriate, approve such requests in accordance with its policies.
- 21.7. All Introducers and Affiliates are required to comply with the Company's marketing guidelines, FSA requirements, and applicable anti-money laundering (AML) and data protection regulations.
- 21.8. The Client acknowledges that the Company may provide Introducers or Affiliates with access to limited account information (such as trading activity or performance statistics) strictly for reporting and commission calculation purposes, subject to applicable data protection laws.

22. Acknowledgements

- 22.1. The Client acknowledges that they have read, understood, and agreed to the terms of this Agreement, as well as all other legal and policy documents made available on the Company's Website, including but not limited to:
- the Risk Disclosure Statement,
 - the Order Execution Policy,
 - the Conflict of Interest Policy,
 - the Privacy Policy, and
 - the Complaints Handling Policy.
- 22.2. The Client acknowledges and agrees that:
- (a) the Company's relationship with the Client shall be governed by this Agreement and all relevant policies and disclosures published by the Company from time to time;

- (b) the Company may archive or deactivate any Trading Account that has been inactive for more than sixty (60) calendar days, regardless of balance, in accordance with Clause 14 (Archived Account);
 - (c) any research, commentary, or information provided by the Company is general in nature, and the Client should not construe it as investment advice or a recommendation to buy or sell any Financial Instrument;
 - (d) the Company reserves the right to amend the specifications of any Trading Account type or Financial Instrument and will publish such changes on its Website;
 - (e) the official language of the Company is English, and all contractual and regulatory communications will be made in English;
 - (f) the Client is solely responsible for the security of their login credentials and any activity conducted through their Trading Account; and
 - (g) the Client shall be bound by all actions executed on their Trading Account using their credentials, whether or not authorised by them, unless the Company has been notified of a suspected breach.
- 22.3. The Client acknowledges that trading Contracts for Difference (CFDs) and other leveraged products carries a high level of risk. The Client confirms that they understand these risks and have the necessary experience, knowledge, and financial capacity to engage in such trading.
- 22.4. The Client further acknowledges and agrees that:
- (a) the Company shall not be liable for losses incurred as a result of force majeure, technology failure, or abnormal market conditions;
 - (b) any guarantee of profit or freedom from loss is impossible in investment trading; and
 - (c) the Company shall not provide tax advice, and the Client is responsible for obtaining independent tax, legal, or financial advice where required.

- 22.5. The Client acknowledges that the Company reserves the right, at its sole discretion, to void, reverse, or close any Transaction, and to cancel any bonuses, rebates, or promotions, if it reasonably suspects that the Client has engaged in:
- (a) market abuse, manipulation, or arbitrage;
 - (b) fraud, deceit, or abusive trading practices; or
 - (c) any breach of this Agreement or Applicable Regulations.
- 22.6. The Client agrees that the Company may terminate the Client's Account immediately in the event of inappropriate, abusive, or threatening language or conduct directed towards Company staff.

23. Risks

- 23.1. The Client acknowledges that trading Contracts for Difference (CFDs) and other leveraged Financial Instruments involves a high level of risk and is not suitable for all investors.
- 23.2. The Client understands and accepts that:
- (a) CFDs are **complex derivative instruments** that derive their value from underlying assets such as currencies, indices, commodities, stocks, or cryptocurrencies;
 - (b) trading on leverage amplifies both profits and losses, meaning that small market movements may have a large impact on the value of the Client's positions;
 - (c) the Client may sustain a loss of all deposited funds and, where applicable, additional losses if trading without negative balance protection;
 - (d) the value of open positions may fluctuate rapidly, and the Client is solely responsible for monitoring and managing their exposure; and
 - (e) past performance of any Financial Instrument is **not indicative of future results**.

23.3. The Client acknowledges that there are risks associated with using electronic trading systems, including but not limited to:

- (a) hardware, software, or Internet connection failures;
- (b) communication delays or interruptions;
- (c) errors or delays in price feeds; and
- (d) system downtime for maintenance or updates.

The Company shall not be liable for any losses resulting from such events unless due to its gross negligence or wilful misconduct.

23.4. The Client accepts the credit risk that the Company may be the counterparty to all Transactions and that the Company's performance is subject to its financial soundness.

23.5. Market conditions (including volatility, liquidity shortages, and gaps) may result in Orders being executed at a different price from that requested ("slippage"). The Client agrees that slippage is a normal market occurrence and not a failure of execution.

23.6. The Client acknowledges the risk of system errors, transmission delays, and unauthorised access, and agrees to use secure Internet connections and maintain proper safeguards for their login credentials.

23.7. The Company provides a **Risk Disclosure Statement** which outlines the nature of the risks associated with trading leveraged instruments. By entering into this Agreement, the Client confirms that they have read, understood, and accepted the risks described therein.

23.8. The Client further acknowledges and agrees that:

- (a) CFDs do not grant ownership rights in the underlying asset;

(b) the Client will not be entitled to receive dividends, voting rights, or other shareholder benefits from CFDs on shares; and

(c) the Company shall not be liable for any loss of opportunity, including missed profit or potential gain.

23.9. The Client acknowledges that the Company does **not provide investment advice** or any guarantee of profit, and that all decisions are made at the Client's sole discretion and risk.

23.10. The Client should not engage in trading unless they fully understand the nature of CFDs, the extent of their exposure to risk, and the potential financial consequences.

24. Representations And Warranties

24.1. The Client hereby represents, warrants, and undertakes that at all times during the term of this Agreement:

24.2. Capacity and Authority:

The Client has full legal capacity, authority, and power to enter into this Agreement, to perform the obligations under it, and to engage in trading activities with the Company.

24.3. Legality:

The Client's participation in trading activities does not violate any applicable law, regulation, or contractual obligation in the Client's country of residence or incorporation.

24.4. Accuracy of Information:

All information provided by the Client to the Company, whether in the Account Opening Form, KYC documents, or otherwise, is true, complete, and accurate, and the Client undertakes to promptly inform the Company of any material changes.

24.5. Independent Decision:

The Client has made their own independent decision to enter into this Agreement and to trade in Financial Instruments, based on their own judgment, and not in reliance upon any statement, representation, or advice of the Company or any of its employees or agents.

24.6. Experience and Knowledge:

The Client possesses sufficient knowledge, experience, and understanding of the risks involved in trading CFDs and other leveraged products.

24.7. Funds and Source of Wealth:

All funds deposited with the Company belong to the Client, are free from any lien or encumbrance, and are not derived from any criminal or unlawful activity.

24.8. Anti-Money Laundering Compliance:

The Client agrees to provide all documents and information reasonably requested by the Company for the purposes of verifying identity, preventing money laundering, and complying with Applicable Regulations.

24.9. Taxes:

The Client is solely responsible for determining, reporting, and paying any taxes or levies that may apply to their trading activity, and acknowledges that the Company shall not provide tax advice or withhold taxes on their behalf unless required by law.

24.10. Use of Platform:

The Client will not use the Trading Platform for any purpose other than genuine trading activities in accordance with this Agreement.

24.11. Prohibited Conduct:

The Client will not engage in any form of market manipulation, abuse, fraud, or other conduct that may distort normal market conditions or breach Applicable Regulations.

24.12. The Client acknowledges that each of the above representations and warranties shall be deemed repeated each time they enter into a Transaction or provide instructions to the Company.

24.13. The Company relies on the truth, accuracy, and completeness of the Client's representations and warranties when entering into this Agreement and providing its Services.

24.14. The Client shall indemnify and hold the Company harmless against any losses, damages, or claims arising from any breach of these representations or warranties.

25. Indemnity And Limitation Of Liability

25.1. The Client shall indemnify and hold harmless the Company, its directors, officers, employees, and agents from and against all liabilities, losses, damages, costs, or expenses (including reasonable legal fees) incurred or suffered by the Company arising from:

- (a) any breach by the Client of this Agreement, Applicable Regulations, or any law;
- (b) any misrepresentation, false statement, or omission made by the Client;

- (c) the Company acting in accordance with the Client's instructions; or
 - (d) any third-party claim resulting from the Client's use of the Company's Services.
- 25.2. The Company shall not be liable for any loss or damage (including indirect, special, incidental, punitive, or consequential losses) arising from or in connection with:
- (a) any delay, omission, or error in the transmission or execution of the Client's Orders;
 - (b) any failure of communication, computer, or electronic system;
 - (c) any event of Force Majeure as defined in Clause 33;
 - (d) any act or omission of a third party; or
 - (e) the Client's reliance on information, research, or recommendations provided by the Company that do not constitute investment advice.
- 25.3. The Company's total liability to the Client in respect of any claim arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall be limited to the total amount of funds held in the Client's Account at the time the cause of action arose.
- 25.4. Nothing in this Agreement shall exclude or limit the Company's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any liability which cannot be excluded under Applicable Regulations.
- 25.5. The Client acknowledges that they are responsible for maintaining adequate protection and security of their computer systems, data, and login credentials. The Company shall not be liable for any loss arising from unauthorised access to the Client's Account unless such access resulted from the Company's negligence.

- 25.6. The Company shall not be responsible for any losses caused by abnormal or unforeseeable market conditions, such as extreme volatility, liquidity shortages, or trading halts imposed by liquidity providers or regulatory authorities.
- 25.7. The Company shall not be liable for any losses resulting from **abusive trading practices**, including but not limited to: latency arbitrage, price manipulation, or use of automated trading systems in breach of the Company's policies.
- 25.8. The Client acknowledges and agrees that they shall not bring any claim or legal action against the Company more than one (1) year after the event giving rise to such claim occurred.
- 25.9. This Clause shall survive termination of this Agreement.

26. Prohibited Trading

- 26.1. The Client shall not engage in any form of abusive, fraudulent, or manipulative trading activity, including but not limited to:
- (a) Any trading technique or strategy aimed at exploiting price latency, off-market quotes, or other system inefficiencies, including but not limited to scalping or sniping;
 - (b) Arbitrage between different trading platforms, brokers, or liquidity feeds, including latency or bonus arbitrage;
 - (c) Price manipulation, front running, or coordinated trading between multiple accounts to influence market prices;
 - (d) Churning (excessive trading to generate commissions);
 - (e) Gap Exploitation - Opening or maintaining leveraged positions immediately prior to market close, weekend, or public holiday, where such positions are structured to benefit from price gaps occurring during periods of market closure

and cannot be adequately managed through normal stop-loss mechanisms during active trading hours;

(f) Session-Close Overexposure - Accumulating positions of disproportionate size relative to account equity in the period preceding market close, where the exposure materially exceeds the Client's demonstrated trading behaviour and risk profile;

(g) Negative Balance Protection Abuse - Deliberately overexposing an account with the intent of transferring downside risk to the Company through negative balance protection mechanisms;

(h) Use of automated trading systems, expert advisors (EAs), or algorithms that violate the Company's trading rules or cause undue system load; News trading abuse or execution of trades during illiquid or halted markets with the intention to exploit delayed pricing; or

(i) Any trading behaviour which the Company, in its sole discretion, is designed to extract artificial or asymmetric gain at the expense of the Company rather than reflecting legitimate market participation.

26.2. The Company reserves the right, at its sole discretion and without prior notice, to take any of the following actions if it reasonably suspects the Client of engaging in prohibited trading activities:

(a) adjust, cancel, or reverse any Transaction or profit obtained through such activity;

(b) suspend or close the Client's Account;

(c) imposition of margin or leverage restrictions;

(d) withhold or remove any bonuses, rebates, or promotional credits;

(e) suspension of withdrawal rights pending investigation;

(f) immediate termination of the Client relationship without prior notice;

(g) charge administrative fees for investigation and remediation; and/or

(h) report the matter to relevant authorities or regulatory bodies if required by law.

- 26.3. The Client further acknowledges that the Company's determination of abusive trading shall be made on the basis of pattern analysis, position sizing, timing, frequency, and any other indicators the Company deems relevant, and that such determination shall be final.
- 26.4. The Client acknowledges that the Trading Platform relies on price feeds and liquidity from third-party providers. The Company shall not be responsible for any temporary mispricing, delays, or interruptions in data transmission.
- 26.5. Any attempt to exploit such issues for financial gain shall be considered abusive trading behaviour and a breach of this Agreement.
- 26.6. The Company shall not be liable for any losses resulting from the Client's use of third-party plugins, scripts, expert advisors, or automated trading systems, regardless of their functionality or marketing claims.
- 26.7. The Client agrees to trade in good faith and in accordance with fair market practice, and acknowledges that any violation of this Clause constitutes a material breach of this Agreement, entitling the Company to immediate termination of the trading relationship.

27. Events Of Default

- 27.1. Each of the following shall constitute an Event of Default under this Agreement:
- (a) The Client fails to make any payment or meet Margin requirements when due;
 - (b) The Client fails to comply with any obligation under this Agreement or any related document;
 - (c) The Client provides false, misleading, or incomplete information during the account opening process or at any time thereafter;

- (d) The Client is subject to bankruptcy, insolvency, receivership, liquidation, or similar proceedings;
- (e) The Client dies, becomes mentally incapacitated, or, in the case of a legal entity, is dissolved or ceases to exist;
- (f) The Company reasonably suspects that the Client has engaged in fraud, money laundering, terrorist financing, or any other criminal activity;
- (g) The Client engages in prohibited trading practices as described in Clause 26;
- (h) The Client uses the Trading Platform or Company systems in an abusive, unlawful, or unauthorised manner; or
- (i) Any other event occurs which the Company reasonably believes may materially affect the Client's ability to perform their obligations under this Agreement.

- 27.2. Upon the occurrence of an Event of Default, the Company may, at its sole discretion and without prior notice, take one or more of the following actions:
- (a) close all or any of the Client's open positions immediately at current market prices;
 - (b) convert any currency balances into another currency;
 - (c) apply any of the Client's funds, Collateral, or property held by the Company toward satisfaction of any obligations due;
 - (d) combine or consolidate any of the Client's Accounts with the Company;
 - (e) suspend or terminate the Client's access to the Trading Platform;
 - (f) void or reverse any Transaction executed in violation of this Agreement; and
 - (g) take any other action deemed necessary to protect the Company's interests.
- 27.3. The Company shall not be liable to the Client for any loss, damage, or expense arising from the exercise of its rights under this Clause.
- 27.4. The Client acknowledges and agrees that the Company may, where legally required, disclose information about the Event of Default to regulatory, law enforcement, or credit reporting authorities.

- 27.5. The occurrence of an Event of Default shall constitute a material breach of this Agreement, entitling the Company to terminate the Agreement in accordance with Clause 36 (Termination).

28. Amendments

- 28.1. The Company reserves the right to amend, modify, or replace any term of this Agreement, as well as any schedules, policies, or trading conditions referenced herein, at its sole discretion and at any time.
- 28.2. The Company shall notify the Client of any material amendments by one or more of the following means:
- (a) publication of the updated document on the Company's official Website;
 - (b) email notification to the Client's registered email address; or
 - (c) announcement within the Client Portal or Trading Platform.
- 28.3. Amendments shall become effective on the date specified in the notice or, if no date is specified, seven (7) calendar days after publication on the Website.
- 28.4. The Client acknowledges that it is their sole responsibility to review the Company's Website regularly to stay informed of any changes. Continued use of the Company's services after the effective date of any amendment shall constitute acceptance of the revised terms.
- 28.5. If the Client does not agree to any amendment, they must notify the Company in writing and request to close their Account before the effective date of the amendment. In such case, the Agreement shall be terminated in accordance with Clause 36 (Termination).
- 28.6. Amendments may be made without prior notice where necessary to comply with:

- (a) Applicable Regulations or directives from the FSA;
- (b) court orders or other binding legal obligations; or
- (c) urgent risk-management or system-security requirements.

28.7. The Company may, at its discretion, make temporary or emergency changes to trading conditions (including leverage, spreads, and margin requirements) during exceptional market conditions, and such changes shall be effective immediately upon implementation.

29. Information Disclosure

- 29.1. The Company collects, processes, and stores personal data and information about the Client in accordance with its Privacy Policy and the Data Protection Act, 2023 of the Republic of Seychelles.
- 29.2. The Client acknowledges and consents that the Company may disclose or share the Client's information, including personal and transactional data, in the following circumstances:
- (a) when required to do so by the Seychelles Financial Services Authority (FSA) or any other competent authority;
 - (b) when necessary to comply with Applicable Regulations, court orders, or legal obligations;
 - (c) to the Company's affiliates, service providers, or liquidity partners who are involved in the provision of the Company's services;
 - (d) to payment processors, auditors, professional advisers, or IT system providers who require such information to perform their duties;
 - (e) where necessary to protect the Company's rights, prevent fraud, or recover debts; or
 - (f) with the Client's prior consent, to any other third party.

- 29.3. The Company shall take all reasonable measures to ensure that Client information is kept secure, confidential, and used only for legitimate business or regulatory purposes.
- 29.4. The Company may transfer Client data to third parties located outside the Republic of Seychelles, including countries that may not provide the same level of data protection. In such cases, the Company shall ensure that appropriate safeguards are in place to protect the Client's data in accordance with applicable privacy laws.
- 29.5. The Client acknowledges and agrees that the Company may record and store all communications with the Client (including telephone calls, emails, and live chat messages) for regulatory, training, and dispute-resolution purposes.
- 29.6. The Client has the right to access, correct, or request the deletion of their personal data by submitting a written request to privacy@altumbrokers.com, subject to the Company's regulatory and record-keeping obligations.
- 29.7. The Client agrees that the Company may use anonymised or aggregated data for statistical analysis, research, or marketing purposes, provided that such data cannot identify the Client.
- 29.8. The Company shall not disclose the Client's data to third parties for marketing purposes without the Client's explicit consent.
- 29.9. The Client acknowledges that refusal to provide required information or withdrawal of consent for data processing may prevent the Company from providing its services or continuing this Agreement.

30. Advice And Provision Of Information

- 30.1. The Company provides its services to the Client strictly on an execution-only basis. The Company does not and will not provide investment advice, portfolio management, or any recommendation regarding the suitability of any Financial Instrument or Transaction.
- 30.2. Any market commentary, analysis, or other information made available by the Company, whether on its Website, Trading Platform, or through other means of communication, is provided solely for informational and educational purposes.
- 30.3. The Client acknowledges and agrees that:
 - (a) any information or analysis provided by the Company does not constitute investment advice or an offer to trade;
 - (b) the Company shall not be responsible for the accuracy, completeness, or timeliness of any market information or data provided; and
 - (c) the Client is solely responsible for assessing the merits and risks of any Transaction and for making their own independent trading decisions.
- 30.4. The Company makes no representation, warranty, or guarantee as to the performance of any Financial Instrument or the outcome of any Transaction.
- 30.5. The Client should not rely on any statement, opinion, or forecast made by any employee or representative of the Company as constituting advice or a recommendation to enter into a Transaction.
- 30.6. The Company may, at its discretion, provide training materials, webinars, or educational programs to assist Clients in understanding the operation of the Trading Platform and financial markets. Such materials are generic in nature and do not consider the specific circumstances or financial objectives of any individual Client.

- 30.7. The Client acknowledges that the Company and its employees may hold positions or interests in Financial Instruments that are the subject of market commentary or educational material provided to Clients.
- 30.8. The Company shall not be liable for any losses incurred by the Client as a result of acting or failing to act on information, research, or commentary provided by the Company or any third-party source.
- 30.9. The Client agrees to rely solely on their own judgment and knowledge in entering into any Transaction and acknowledges that they have not relied on any representation, warranty, or statement made by the Company except as expressly set out in this Agreement.

31. Chargeback Policy

- 31.1. The Client acknowledges and agrees that once a deposit is made into their trading Account, it is final and may not be reversed without the Company's consent, except in cases of proven unauthorised or fraudulent activity.
- 31.2. The Client undertakes not to initiate, directly or indirectly, any chargeback request or dispute through their payment provider or financial institution for any transaction executed with the Company, unless they have first attempted to resolve the matter directly with the Company.
- 31.3. In the event that the Client initiates a chargeback:
 - (a) the Company reserves the right to immediately suspend or close the Client's trading Account;
 - (b) any open positions may be closed at prevailing market prices without notice;
 - and

(c) the Company may recover any costs, fees, or losses incurred as a result of the chargeback by deducting such amounts from any funds held in the Client's Account.

- 31.4. The Client acknowledges that initiating a chargeback without legitimate cause constitutes a breach of this Agreement and may be treated as an attempt to commit fraud.
- 31.5. If a chargeback is initiated and found to be invalid, the Client agrees to indemnify the Company for all expenses and losses incurred, including but not limited to:
- (a) processing and administrative costs;
 - (b) investigation and legal expenses; and
 - (c) any fees charged by payment processors or banks.
- 31.6. The Company reserves the right to submit any chargeback dispute to relevant authorities, payment processors, or credit bureaus, and to disclose necessary information to support its position.
- 31.7. Refunds requested by the Client may only be processed to the original funding source, in accordance with the Company's Withdrawal Policy and Anti-Money Laundering (AML) obligations.
- 31.8. The Client agrees that this Clause shall survive termination of the Agreement and remain enforceable until all outstanding matters related to chargebacks or refunds have been resolved.

32. Company Website And System

- 32.1. The Client acknowledges that the Company's Website, Client Portal, and Trading Platform (collectively referred to as the "Systems") are proprietary to the Company or its technology providers. The Client is granted a limited, revocable,

non-exclusive, and non-transferable right to access and use these Systems solely for the purpose of trading in accordance with this Agreement.

- 32.2. The Client shall not, under any circumstances, attempt to:
- (a) copy, modify, reverse engineer, decompile, or disassemble any part of the Systems;
 - (b) interfere with, disrupt, or attempt to gain unauthorised access to the Systems, the Company's servers, or any related networks;
 - (c) introduce any viruses, malware, or malicious code that could impair the functionality or security of the Systems; or
 - (d) use the Systems in a way that may cause damage, downtime, or unfair advantage over other Clients.
- 32.3. The Client acknowledges that access to the Systems may be temporarily unavailable or limited due to maintenance, technical failures, Internet connectivity issues, or other circumstances beyond the Company's control.
- 32.4. The Company shall not be liable for any loss, damage, or expense resulting from the unavailability, delay, or malfunction of the Systems, unless such failure is due to the Company's gross negligence or wilful misconduct.
- 32.5. All intellectual property rights, including trademarks, trade names, logos, and software used in connection with the Systems, are and shall remain the exclusive property of the Company or its licensors. The Client agrees not to use any such intellectual property without prior written consent.
- 32.6. The Client acknowledges that the Company may monitor and record all activity conducted through its Systems to ensure compliance, security, and operational integrity.

- 32.7. The Client shall immediately notify the Company if they become aware of any unauthorised access, system malfunction, or breach of security.
- 32.8. The Company may, at its sole discretion, modify or upgrade the Systems at any time, including changes to interface, layout, functionality, or available features, without prior notice to the Client.
- 32.9. The Client agrees to use the latest version of any software or application provided by the Company and to ensure their equipment and Internet connection meet the technical requirements necessary to access the Systems efficiently.

33. Force Majeure

- 33.1. The Company shall not be held liable for any loss, damage, delay, or failure to perform any of its obligations under this Agreement if such failure results from a Force Majeure Event.
- 33.2. A "Force Majeure Event" shall include, but is not limited to:
 - (a) natural disasters such as floods, storms, earthquakes, or fires;
 - (b) war, terrorism, riot, civil unrest, or acts of sabotage;
 - (c) strikes, lockouts, or industrial disputes;
 - (d) acts, regulations, or restrictions of any government or authority;
 - (e) suspension or closure of financial markets;
 - (f) communication or power failures;
 - (g) failure of any third-party data or service provider; or
 - (h) any other event or circumstance beyond the reasonable control of the Company.
- 33.3. In the event of a Force Majeure Event, the Company may, without prior notice and at its sole discretion, take one or more of the following actions:

- (a) suspend or modify the operation of the Trading Platform;
- (b) close out any open positions at current market prices or as reasonably determined;
- (c) alter margin requirements or leverage ratios;
- (d) suspend access to the Client's Account; or
- (e) take any other action deemed necessary to protect the Company and its Clients.

- 33.4. The Company shall take reasonable steps to minimise the effects of a Force Majeure Event and resume normal operations as soon as practicable.
- 33.5. The occurrence of a Force Majeure Event shall not relieve the Client of any outstanding obligations under this Agreement, including the obligation to pay any amounts owed to the Company.
- 33.6. The Company shall not be liable for any losses or damages resulting directly or indirectly from a Force Majeure Event, provided that it has acted with reasonable care.

34. Demo Accounts

- 34.1. The Company may provide Clients or prospective Clients with access to a Demo Account for the purpose of familiarising themselves with the Trading Platform and testing trading strategies in a simulated environment.
- 34.2. Demo Accounts are provided solely for educational and training purposes. The Client acknowledges that trading conditions, prices, and execution on a Demo Account may differ from those on live trading Accounts.
- 34.3. The Client understands and accepts that performance achieved on a Demo Account is not indicative of future performance on a live Account and that results

obtained in simulation may not reflect actual market conditions, liquidity, or slippage.

- 34.4. The Company reserves the right, at its sole discretion, to:
- (a) limit the duration of Demo Account usage;
 - (b) restrict or modify available features or instruments;
 - (c) close, suspend, or delete any Demo Account without notice; and
 - (d) refuse to convert a Demo Account into a live Account where compliance or regulatory criteria are not met.
- 34.5. No funds can be deposited to, or withdrawn from, a Demo Account. All balances and transactions are virtual and have no monetary value.
- 34.6. The Company shall not be liable for any loss, data deletion, or interruption of access to a Demo Account or for any reliance placed on simulated results.
- 34.7. The Client acknowledges that all intellectual property, data, and trading tools provided through Demo Accounts remain the exclusive property of the Company and may not be copied, distributed, or used for any commercial purpose.

35. Term

- 35.1. This Agreement shall commence on the date the Client's Account Opening Application is approved by the Company and shall remain in force until terminated by either party in accordance with Clause 36 (Termination).
- 35.2. This Agreement is of indefinite duration and shall continue to apply to all Transactions and obligations arising between the Company and the Client, regardless of temporary inactivity or suspension of trading.

- 35.3. Any rights or obligations of the parties that have accrued prior to the effective date of termination shall survive and remain enforceable.
- 35.4. The Company may periodically review and update the terms of this Agreement, its policies, and trading conditions in accordance with Clause 28 (Amendments).
- 35.5. The Client acknowledges that their continued use of the Company's services after any modification constitutes ongoing acceptance of this Agreement and any related updates.
- 35.6. The Company reserves the right to suspend or restrict the Client's access to services, either temporarily or permanently, if the Client fails to comply with the provisions of this Agreement or with any request for information under the Company's compliance obligations.

36. Termination

- 36.1. Either party may terminate this Agreement at any time by giving written notice to the other party.
- 36.2. The Client may terminate the Agreement by providing written notice to the Company and requesting the closure of their Account, provided that:
 - (a) all open positions have been closed;
 - (b) all outstanding obligations and fees owed to the Company have been settled;
 - and
 - (c) no disputes or investigations involving the Client are pending.
- 36.3. The Company may terminate this Agreement immediately, without prior notice, if:
 - (a) an Event of Default, as defined in Clause 27, occurs;
 - (b) the Client breaches any term of this Agreement or any applicable policy;

- (c) the Client provides false or misleading information;
- (d) the Company suspects fraud, money laundering, or any other criminal activity;
- (e) the Client fails to meet Margin or payment obligations;
- (f) the Client engages in Prohibited Trading as defined in Clause 26; or
- (g) required by Applicable Regulations or by a competent authority.

36.4. Upon termination of this Agreement:

- (a) all outstanding obligations between the Company and the Client shall become immediately due and payable;
- (b) the Company shall close all open positions at current market prices;
- (c) the Company shall deduct any amounts due to it (including charges, fees, or losses) from the Client's Account; and
- (d) any remaining funds shall be returned to the Client as soon as reasonably practicable, subject to applicable verification and AML checks.

36.5. The Company may retain Client records and data for such period as may be required by the Securities (Conduct of Business) Regulations 2008, anti-money laundering legislation, or other Applicable Regulations.

36.6. Termination of this Agreement shall not affect any rights, obligations, or liabilities that have accrued prior to the effective date of termination.

36.7. The Client acknowledges that termination does not affect the validity of any Transaction previously entered into and that all provisions necessary for the interpretation, enforcement, or settlement of outstanding obligations shall survive termination.

36.8. The Company reserves the right to refuse reactivation or reopening of a Client Account that has been terminated under this Clause.

37. Miscellaneous Provisions

37.1. Entire Agreement

This Agreement, together with all related schedules, appendices, policies, and disclosures published on the Company's Website, constitutes the entire understanding between the Company and the Client and supersedes all prior oral or written communications, representations, or agreements.

37.2. Assignment

The Client may not assign, transfer, or delegate any rights or obligations under this Agreement to any third party without the prior written consent of the Company. The Company may assign or transfer its rights and obligations to another entity within its group or to a successor in business, provided that such entity is duly licensed and regulated.

37.3. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a competent authority, such provision shall be deemed severed from the Agreement, and the remaining provisions shall remain in full force and effect.

37.4. Waiver

No failure or delay by the Company in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right preclude any further exercise of that or any other right.

37.5. Cumulative Remedies

The rights and remedies provided to the Company under this Agreement are cumulative and in addition to any other rights or remedies provided by law.

37.6. Notices

All notices or communications required under this Agreement shall be given in accordance with Clause 18 (Communication).

37.7. Third-Party Rights

No person other than the Client and the Company shall have any rights under this Agreement. The application of any laws conferring rights to third parties (including the Seychelles Contracts (Rights of Third Parties) Act 2021) is hereby excluded to the extent permissible.

37.8. Time of Essence

Time shall be of the essence with respect to all obligations of the Client under this Agreement.

37.9. Evidence and Records

The Company's records (including electronic records, logs, or recordings) shall constitute conclusive evidence of the facts stated therein in the absence of manifest error.

37.10. Relationship of the Parties

Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or fiduciary relationship between the Company and the Client.

37.11. Governing Documents

This Agreement must be read in conjunction with the Company's internal policies and procedures, which form an integral part of the contractual relationship between the Company and the Client.

37.12. Survival

The provisions of this Agreement that by their nature are intended to survive termination (including indemnities, liabilities, and governing law clauses) shall remain in force notwithstanding the termination of this Agreement.

38. Tax Information

- 38.1. The Company does not provide tax advice. The Client is solely responsible for determining their own tax obligations in relation to any Transactions carried out under this Agreement and for complying with any applicable tax laws in their country of residence or incorporation.
- 38.2. The Client acknowledges that trading in Financial Instruments may have tax implications, including income tax, capital gains tax, or other similar obligations. The Company shall not be held liable for any taxes that may arise from the Client's trading activity.
- 38.3. The Client shall be solely responsible for:
- (a) reporting and paying all applicable taxes arising from Transactions executed with the Company; and
 - (b) maintaining appropriate records for tax-reporting purposes.
- 38.4. The Company may, where required by law or regulation, report certain information about the Client's Account or Transactions to relevant tax authorities. Such disclosures may include:

(a) the Client's identification details, trading activity, and Account balances; and
(b) any other information required under the OECD Common Reporting Standard (CRS), Foreign Account Tax Compliance Act (FATCA), or any equivalent international tax framework.

- 38.5. The Client agrees to provide the Company with any information or documentation necessary to comply with tax-reporting obligations, including but not limited to tax identification numbers or declarations of tax residency.
- 38.6. If the Client fails to provide required tax information, the Company may take necessary measures to ensure compliance with applicable regulations, including suspension of services, withholding of funds, or disclosure of available information to competent authorities.
- 38.7. The Client understands that tax laws and regulations may change without notice and acknowledges that it is their sole responsibility to remain informed of and compliant with such changes.
- 38.8. The Company shall not be liable for any penalties, losses, or costs incurred by the Client as a result of non-compliance with tax laws.

39. Governing Language

- 39.1. The official and governing language of the Company is English. All correspondence, documents, and communications between the Company and the Client shall be conducted in English unless otherwise agreed in writing.
- 39.2. The Client acknowledges that any translation of this Agreement or related documents into another language is provided for convenience only. In the event of inconsistency or conflict between the English version and a translation, the English version shall prevail.

- 39.3. The Company may, at its discretion, provide support or communications in other languages; however, such assistance shall not modify or replace the legally binding English version of any document.
- 39.4. The Client agrees that all notices, disclosures, and other information required by law may be delivered in English, and that the Client is capable of reading and understanding documents written in English.

40. Governing Law And Jurisdiction

- 40.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles.
- 40.2. The parties agree that the courts of the Republic of Seychelles shall have exclusive jurisdiction to settle any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination.
- 40.3. The Client irrevocably waives any objection to proceedings in such courts on the grounds of inconvenient forum or any similar grounds.
- 40.4. Nothing in this Clause shall prevent the Company from initiating legal proceedings or enforcing a judgment in any other jurisdiction where the Client may have assets or is otherwise subject to the jurisdiction of the courts.
- 40.5. If any dispute arises, the Client agrees to attempt an amicable resolution through written communication with the Company's Complaints Handling Department prior to taking any formal legal action.
- 40.6. This governing law and jurisdiction clause shall survive the termination of this Agreement.