



CLIENT TERMS AND CONDITIONS

Z Trading & Technology Inc.
(its business name is ZITAPLUS)
License: SIBA/L/23/1162
c/o Harneys Corporate Services Limited
Craigmuir Chambers, PO Box 71, Road Town, Tortola VG1110
British Virgin Islands



RISK WARNING

- i. Z Trading & Technology Inc., operating under the trade name Zitaplus (“*Company*” or “*Zitaplus*”), provides high-risk products. Investing in these products carries a high degree of capital risk and may not be suitable for all investors. It is crucial that you are aware of these risks by reviewing the risk warnings associated with each Product and obtaining independent advice if necessary. Prices for our products can change rapidly to your disadvantage, and trades made using them involve leverage, which increases the risk of losing your deposit.
- ii. If you have been designated as a Retail Customer, your potential loss is limited to the amount of your invested capital. Countdowns are not accessible to Retail Customers under these conditions. However, if you are classified as a Professional Customer or an Eligible Counterparty, although an overall negative balance is not acceptable, there is the possibility of establishing a credit line through a resolution passed by the Board of Directors.
- iii. Zitaplus assumes that Professional Customers and Eligible Counterparties possess the necessary knowledge and skills to understand the risks associated with the specific investment services, activities, or products for which they are designated. Consequently, no suitability assessment will be conducted for Professional Customers and Eligible Counterparties.
- iv. All trades will be executed on a non-advised, principal-to-principal, and execution-only basis unless otherwise agreed upon in writing. This means that neither party can act as an agent, trustee, attorney, or representative for any other individual without prior written agreement. Except for an Authorised Person designated for an Account according to clause 5/C, you are not authorized to permit anyone to conduct business with us on your behalf. We do not offer investment, financial, legal, tax, regulatory, or similar advice. The information or features (including charts) provided to you should not be considered as advice suitable for you or based on your circumstances. We are not liable for any investment decisions made by you.



1. INTRODUCTION

General Provisions

- 1.1. Zitaplus is authorized and regulated by the Financial Services Commission in the British Virgin Islands and holds a SIBA license (L/23/1162) issued by the Financial Services Commission ("*FSC*") in the British Virgin Islands.
- 1.2. This Terms of Business ("*Agreement*") is considered a part of the Customer Agreement between you (*or "Customer"*) and Zitaplus.
- 1.3. The Agreement outlines the basis on which we will provide services to you and governs each transaction entered into or outstanding between us on or after the execution of the Customer Agreement.
- 1.4. The Agreement takes effect when you complete the Account Opening Form and accept the Customer Agreement. We may amend the Agreement from time to time, and if we do so, we will notify you no less than ten (10) Business Days in advance. The latest version of the Agreement shall supersede any previous agreements between you and us on the same subject matter.
- 1.5. As the Agreement sets out the terms and conditions between you and us, please read it carefully and inform us directly if there is anything you do not understand.

Scope

- 1.6. The Agreement governs all business relationships between Zitaplus and its customers, outlining the terms under which Zitaplus provides its services. It covers the use of Zitaplus's trading platforms, access to its financial products, and the terms for executing trades and other transactions. The Agreement applies to all wholesale customers engaging with Zitaplus for trading in foreign exchange, derivatives, and other financial instruments. Any specific services or products provided under the Agreement are subject to the rules detailed in this document. By entering into the Agreement, customers acknowledge and accept that Zitaplus operates under the legal framework set by the BVI FSC, and all activities are bound by the relevant laws and regulations applicable to the financial services industry.

2. DEFINITIONS

For the purposes of the Agreement, the following terms shall have the meanings assigned to them below:



- 2.1. **Account** refers to any trading account you maintain with us for executing Trades.
- 2.2. **Account Close-out** refers to the ability of our Platform to partially or fully close your Trades and/or Positions through a specified procedure.
- 2.3. **Account Currency** refers to the currency assigned to an Account, in which all Deductions and Credits shall be made.
- 2.4. **Account Holder** refers to the individual or legal entity registered with us who is responsible for the account's actions and financial obligations.
- 2.5. **Account Opening Form** refers to the formal document you complete to initiate the opening of an account with us, providing the personal and financial information required for account creation.
- 2.6. **Account Revaluation Amount** refers to the recalculated value of your account considering your open positions, pending orders, and current market conditions.
- 2.7. **Account Value** refers to the total of your Cash and any net Unrealised Profit or Loss (as applicable), with the net Unrealised Profit or Loss calculated based on the first Buy Price or Sell Price (as applicable) shown on the price ladder on our Platform, which is updated in real-time.
- 2.8. **Applicable Law** refers to any laws, statutes, orders, rules, decisions, provisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines, and industry codes that have legal effect in any jurisdiction, provided that they are in force from time to time and, where relevant, directly or indirectly apply to us, you, the Customer Agreement, our Website, or our Platform.
- 2.9. **Authorised Person** refers to individuals appointed by you, in accordance with section 5.3, to act and/or provide instructions on your behalf regarding the Agreement and the applicable Account, or to an introducing broker, money manager, agent, or intermediary who has been accepted by us under the terms of the agreement.
- 2.10. **Available Equity** refers to the amount calculated by subtracting any Margin requirements from your current Account Revaluation Amount.
- 2.11. **Business Days** refers to any day on which banks in the British Virgin Islands are open for business, excluding weekends and public holidays.
- 2.12. **Cash** refers to the total for any Account, consisting of successfully received payments from you to us, credits from us to your Account, and Realized Profits, minus Deductions, Realized Losses (whether due or not), and any amounts you have withdrawn. It is important to note that Cash does not always represent the amount available for

withdrawal. The maximum amount available for withdrawal is the lesser of your Available Equity and Cash.

- 2.13. CFD Margin Trade** refers to a cash-settled contract between you and us, executed through our Platform on an Account, which aims to replicate the performance of the relevant underlying asset without incurring the usual costs and rights associated with a direct investment in that asset.
- 2.14. CFD** refers to a contract for difference, a financial derivative traded on margin, conducted off-exchange (OTC), and whose value is based on an underlying instrument. The underlying instrument may be a financial asset, such as foreign exchange or another financial asset.
- 2.15. Circumstances Outside Our Control** refers to events or situations, either ongoing or imminent, that prevent us from fulfilling our obligations. These circumstances include, but are not limited to:
- a) Changes in Applicable Law or actions taken by authorities
 - b) Events or conditions that disrupt the normal operation of our Platform, such as system errors, failures, or disruptions, including issues with third-party infrastructure.
 - c) Acts or omissions of third parties, where despite reasonable efforts, we are unable or find it impractical to acquire, establish, re-establish, substitute, maintain, unwind, or dispose of a trade or asset to hedge our price risk related to Trades.
 - d) Natural disasters, emergencies, or acts of God
 - e) Human-made emergencies, such as fires, explosions, criminal acts, riots, war, armed conflicts, terrorist attacks, or the imposition of sanctions.
 - f) Volatility or liquidity changes in the underlying market that affect our ability to determine or continue determining a fair and reasonable price for a Product.
 - g) Any other extraordinary event or circumstance beyond our control.
- 2.16. Countdown** refers to a contract with limited risk, entered into between you and us, allowing you to speculate on whether the Price of a Product will rise or fall within a specified timeframe. Your profit or loss is determined solely by whether your prediction matches the Settlement Price of the Product at the Countdown's expiry, compared to the Countdown Opening Price at the start.
- 2.17. Customer Agreement** refers to the agreement that becomes effective upon your signing of the Account Opening Form. By signing the form, you acknowledge and accept all

accompanying documents, including the Customer Agreement, and confirm receipt of notification from us that you have been accepted as our customer.

- 2.18. CRM Team** refers to the customer relationship management team responsible for addressing client inquiries, providing support, and managing accounts.
- 2.19. Deduction** refers to any amounts reduced from your account balance for fees, taxes, or other charges, as specified in the Agreement.
- 2.20. Eligible Counterparty** refers to a class of customers (often financial institutions or large firms) that have a high level of sophistication in trading and do not require the same level of protection as retail customers.
- 2.21. Elements** refers to all Intellectual Property Rights related to our Platform and Website, including but not limited to software, algorithms, design, text, content, data (including third-party market data used by us to generate Prices), arrangement, organization, graphics, compilation, magnetic translation, digital conversion, equipment, and any other electronic, computer, technical, and information communication technology devices, networks, servers, applications, codes, as well as all technical documentation and information necessary for the use of any of the foregoing.
- 2.22. Insolvency Event** refers to any of the following occurrences:
- a) The appointment of a receiver, administrator, manager, administrative receiver, or a similar officer in relation to you;
 - b) An encumbrancer taking possession of or selling all or part of your assets or business;
 - c) Your inability to pay debts as they become due;
 - d) The submission of an interim order application, voluntary arrangement proposal, deed of arrangement, or bankruptcy petition to the Court concerning you;
 - e) The passing of a resolution or issuance of an order for your winding up, dissolution, or administration if you are a corporate entity; or
 - f) Your bankruptcy or insolvency, or any similar event to those described above.
- For partnerships or Joint Accounts, if any of the events listed in (a) through (f) occurs to one partner or Joint Account holder, it will be treated as an Insolvency Event.
- 2.23. Joint Account Holder** refers to any of the individuals named on a joint account, all of whom share financial responsibility and rights over the account's actions and liabilities.
- 2.24. Order** refers to an offer submitted by you or on your behalf via our Platform. This includes Orders for Manual Products, manual orders, and Pending Orders, unless otherwise indicated or implied by the context.



- 2.25. Password** refers to the alphanumeric code used to securely access your account on our platform.
- 2.26. Pending Order** refers to an order with a specified price that has not yet been executed.
- 2.27. Platform** refers to our electronic trading system for Products, which is subject to periodic updates.
- 2.28. Politically Exposed Person (PEP)** refers to an individual who holds or has previously held a prominent public position, potentially posing a higher risk of involvement in corruption or financial crime.
- 2.29. Position** refers to all Trades in a specific product offered by Zitaplus within an account at any given time.
- 2.30. Price** refers to the Buy or Sell Price of a Product, determined by our Platform or provided by our CRM team, and may be referred to as "Price," "Zitaplus Price," or similar terms. This Price is based on the Price Depth and is subject to periodic changes. When you place an Order for a Product, the execution Price might differ from the Price displayed on our Platform or provided by our CRM team at the time of submission due to market fluctuations. As a result, the execution Price may not always be in your favor.
- 2.31. Price Depth** refers to the feature on our platform that displays different prices for a specific product, depending on the size of the orders placed for that product, and which may be visible on our Platform.
- 2.32. Product** refers to an instrument created by us on which, or in relation to which, you engage in trades. The details of all products available for trading are listed in the MarketWatch section of MT5.
- 2.33. Professional Customer** refers to a customer considered to possess the experience, knowledge, and skills necessary to manage their own investments and take on the risks of trading, often with less regulatory protection than retail customers.
- 2.34. Retail Customer** refers to a customer who does not qualify as a professional customer or eligible counterparty and is typically afforded higher levels of protection under applicable laws.
- 2.35. Sell Price** refers to the Price at which a buy Product is initiated and a sell Product is evaluated and closed.
- 2.36. Set-Off** refers to our right to offset any positive Cash balance in your account against any outstanding liabilities you owe us.
- 2.37. Settlement Price** refers to the opening or closing price of any specific position. When a position is opened by an investor, it will have two Settlement Prices: one at the opening



and one at the closing. These prices are requested by the Customer through the MT5 platform and are executed by the system immediately.

- 2.38. **Specified Event** refers to the events outlined in clause 9.1.
- 2.39. **Trades** refers to all positions and transactions opened by the investor in specific products offered by Zitaplus.
- 2.40. **Transaction** refers to the execution of an order, resulting in the buying or selling of a financial instrument.
- 2.41. **Username** refers to the unique identifier you use to access and log in to your Account on our Platform.

3. ANTI-MONEY LAUNDERING AND FINANCIAL CRIME PREVENTION

- 3.1. You confirm and guarantee that you comply with BVI legislation and international standards related to anti-money laundering, sanctions, and financial crime prevention. This includes regulations concerning bribery, corruption, financial crime, and economic sanctions programs applicable in the BVI and any other jurisdiction in which you operate.
- 3.2. If we do not receive sufficient proof of identification within a reasonable timeframe, we reserve the right to cease operations with you.
- 3.3. We reserve the right to terminate the Agreement immediately, decline to execute any pending orders, and restrict access to your account and its assets if: **(i)** we have reasonable grounds to believe that you have violated AML laws; **(ii)** you fail to provide the required information during the account opening process or at any other stage of the customer onboarding process; or **(iii)** any of the warranties and representations you have made are found to be false.
- 3.4. We reserve the right to report and disclose relevant information to any person or authority as required by applicable regulations. Additionally, we may act on instructions from authorities regarding your transactions, account, and any information we hold about you and your dealings with us.
- 3.5. We may withhold further explanations for any actions, refusals, or omissions if we determine that doing so is necessary to comply with applicable regulations.
- 3.6. We will not be liable for any loss or damage you may suffer as a result of any action or inaction on our part that we deem necessary to comply with applicable regulations.

- 3.7. You agree to cooperate with us and promptly provide any information requested by a regulatory body or authority concerning your transactions.
- 3.8. If you are a legal entity, you guarantee and confirm that you have provided or will provide all necessary information to establish your identity, understand your business, financial, and risk profile (including the sources of your wealth), and identify your beneficiaries and controlling persons. This information must be provided as directed by us and in compliance with applicable law. You must also disclose the nature of your intentions.
- 3.9. You guarantee and confirm that neither you nor any of your associates, including your or their directors, employees, agents, or underlying customers, are individuals or entities subject to financial crime sanctions, nor are you legally or beneficially owned or controlled by anyone who is subject to such sanctions.
- 3.10. If you or any of your ultimate beneficial owners, directors, employees, agents, or underlying customers for whom you might act under the Agreement are Politically Exposed Persons (“PEPs”), you must fully disclose this to us. Additionally, if you or any of the aforementioned individuals become a PEP during the term of the Agreement, you must notify us immediately.
- 3.11. You confirm that you will immediately notify us of any material changes to the information you have provided. You understand that your account and any assets within it may be frozen or blocked at our sole discretion, and services may be suspended until we receive complete and accurate information regarding your status.
- 3.12. You confirm that your account is for your personal use only. You acknowledge that we may freeze or block your account and any associated assets at our discretion if any assets are held, transferred, or delivered to us on behalf of a third party.
- 3.13. You agree that all funds in your account result from legitimate economic activities that have been accurately reported to the relevant tax authorities. You confirm that these funds have not been acquired through bribery, corruption, money laundering, or any other financial crime.

4. CUSTOMER CATEGORISATION

- 4.1. Our customer categorisation is based on the British Virgin Islands Regulatory Code, UK Financial Conduct Authority Rules, and the Markets in Financial Instruments Directive



II (MiFID II). Zitaplus's customer categorisation is explained in detail in the Customer Acceptance Policy.

- 4.2. A customer who is not classified as a Professional Customer or an Eligible Counterparty is referred to as a "Retail Customer". Retail Customers are entitled to the highest level of protection and information from Zitaplus.
- 4.3. A customer who has the experience, knowledge, and skills to make their own investment decisions and accurately assess the risks involved is referred to as a "Professional Customer".
- 4.4. A customer, such as a financial institution or large company, that is considered to have sufficient expertise to engage in transactions with limited regulatory protections is referred to as an "Eligible Counterparty".
- 4.5. All customer criteria, determination, and scope shall be established by Zitaplus on a case-by-case basis at its sole discretion.
- 4.6. For the purposes of applicable law, you will be considered a Retail Customer until we notify you otherwise in writing. If we classify you as a Professional Customer or an Eligible Counterparty, you may not be entitled to certain legal protections provided to Retail Customers. You may request a different customer classification, and if you do, we will inform you of the procedure and any new requirements. **(Please read our Customer Acceptance Policy for detailed information on customer categorisation and the protections available to each category).**

5. ACCOUNTS

A. General Information

- 5.1. Upon our written confirmation sent to your email regarding your application to open an account, the Agreement becomes legally binding. You have the right to cancel the Agreement within fourteen (14) calendar days of this confirmation by providing written notice, except as stated in clause 5.2. If you submit a valid notice of cancellation, we will refund any funds you have transferred to us. However, if you have entered into trades or countdowns during this period and they have been impacted by market fluctuations, you will not be able to cancel the Agreement within the fourteen (14) calendar days of account opening. You may still close your trades and account in accordance with the Agreement.



- 5.2. We reserve the right, at our sole discretion, to change the type of your account and/or enable or disable account features as deemed appropriate.
- 5.3. The Products available may differ depending on your Account type and features. You can find product instructions and descriptions on the Platform.

B. Opening an Account

- 5.4. We may use the information you provide on your application form to conduct any necessary or reasonable inquiries about you. It is important that you disclose any circumstances that could affect your trading operations with Zitaplus. We reserve the right to carry out additional examinations or routine reviews as we deem necessary. You must cooperate with us and promptly provide any requested information.
- 5.5. We rely on the accuracy and honesty of the information you provide during the account opening process and at any other time. Unless you notify us otherwise in writing, we will assume that this information is always accurate and not misleading. We use this information to assess whether investing in products and/or maintaining an account with us is suitable for you. If there are any changes to the details you provided during the account opening process, or if your circumstances change afterward, please inform us promptly in writing.
- 5.6. You accept and agree that we or agents operating on our behalf may do regular searches and inquiries about you and any linked party at credit reference agencies and your employers, if applicable, and examine any current and historical investment activity and gather information in connection therewith and provide information to other dealers, or investment managers who may be interested in you or your investments. This is done to assess your creditworthiness, manage credit risk, and prevent fraud (or other criminal behavior).

C. Appointment of Authorised Person / Representative

- 5.7. If you wish to appoint someone to represent you under the Agreement (an "Authorised Person"), you must notify us in writing. Both you and the Authorised Person will be required to complete any additional documentation we reasonably request. Additionally, we may require proof that the Authorised Person has the necessary authority and is suitable to act on your behalf.

- 5.8.** We reserve the right to revoke or reject the appointment of an Authorised Person if we have knowledge or reasonable suspicion that their appointment may lead to a breach of the Agreement and/or applicable regulations.
- 5.9.** We are authorized to act on instructions or orders received directly from any Authorised Person in relation to your account. Furthermore, if we have reasonable grounds to believe that an individual or entity is an Authorised Person, we will not be liable to you for having carried out their instructions, even if it is later determined that they were not, in fact, authorized.
- 5.10.** We are not obligated to accept instructions or orders from an Authorised Person if we reasonably believe they are exceeding their authority
- 5.11.** Any actions taken by an Authorised Person appointed by you, or by anyone claiming to be an Authorised Person, will be considered your actions. Likewise, any information we provide to an Authorised Person or to anyone claiming to be an Authorised Person will be regarded as provided to you. You must promptly inform us in writing of any changes to the appointment or authority of any Authorised Person.
- 5.12.** If you appoint an Authorised Person who also represents other customers of Zitaplus, they may place a combined order for a product and allocate it among you and their other customers. We are not responsible for the aggregation or allocation of such orders. Please consult your Authorised Person for details regarding any order aggregation or allocation.

D. Joint Account

- 5.13.** When opening a joint account:
- The proportional shares of each Joint Account Holder must be determined in writing at the start of the account opening process.
 - The term "you" in the Agreement, when opening a Joint Account, refers to any person listed on the Joint Account. We reserve the right to enforce any rights or obligations outlined in the Agreement against any individual named on the Joint Account, or anyone who reasonably appears or claims to be named on the account.
 - All Joint Account Holders are jointly and severally liable for any financial obligations arising from the Joint Account. This means that the full amount of any money owed to us under the Agreement is the responsibility of all individuals named on the Joint Account.

- In the event of the death of a Joint Account Holder, the Joint Account will be closed, and the balance will be equally distributed between the surviving Joint Account Holder and the estate of the deceased account holder. This occurrence will be classified as a Specified Event.
- We may send any notice or communication to any or all individuals named on the Joint Account. Any notice or communication given to one Joint Account Holder will be considered as having been given to all Joint Account Holders.
- Once a Joint Account is established, persons named on the account cannot be added or removed. To change Joint Account Holders, you must close the Joint Account and open a new one.

E. Account Security

- 5.14.** You are responsible for keeping each Username and Password confidential and ensuring they are used only by the intended individuals or systems. You will be liable for any misuse or abuse of these credentials. You should follow any reasonable instructions we provide and immediately notify us if you believe the security or functionality of any Username, Password, or online system has been compromised.

6. ACCOUNT MANAGEMENT AND FINANCIAL ISSUES

Rules for Funds Transferred to Us

- 6.1.** If you are classified as a Retail Customer under applicable regulations, we will safeguard an amount equivalent to your Account Value in dedicated customer funds account for each of your Accounts with us. Where deemed suitable and within our regulatory constraints, we may place customer funds in dedicated accounts with fixed-term deposits or notice periods. These fixed-term deposits or notice periods will not affect your routine ability to transact or withdraw your funds. However, in rare cases, the extended notice period might delay the return of all or part of your funds until the specified term or notice period concludes.
- 6.2.** If you are categorized as a Professional Customer or Eligible Counterparty under our Customer Acceptance Policy, a mutual agreement will be required to release us from the obligation of keeping received funds in a segregated customer funds account. By signing the Account Opening Form, you agree to be bound by the Agreement and acknowledge that you have read, understood, and agreed to the following terms and conditions:



- a) Any amounts you transfer to us or that are credited to your Account will become our property,
 - b) Funds deposited with us are intended to secure or cover any of your current or future obligations to us, whether actual or potential,
 - c) These deposits are not considered Customer money under Applicable Law, allowing us to use them in our normal business operations,
 - d) In the event of our insolvency, you will be entitled to reimbursement.
- 6.3.** Each Business Day, we perform reconciliations of customer funds based on reports from the previous Business Day's close of business. This process ensures that we accurately determine the amount of money that should be held and segregated in our customer funds accounts in compliance with Applicable Law. After reconciliation, any necessary transfers to or from the customer funds account related to your Account will be executed.
- 6.4.** In the event of prolonged inactivity on your Account, we reserve the right to impose dormant account fees and deduct them from your Account.
- 6.5.** If there has been no activity on your Account for the last five years, we will attempt to contact you regarding any remaining Customer funds. If no action is taken within this period, the situation may be reported to the regulator, and we will follow any instructions received from the regulator accordingly.
- 6.6.** Trading with funds that were mistakenly placed or credited to your Account is done at your own risk, and we are not responsible for any resulting loss or damage. We reserve the right to withdraw such funds from your Account without prior notice or your consent, at our sole discretion.
- 6.7.** We have the exclusive authority to determine the interest rate, payment method, and duration for which your Account may earn interest, if eligible. Where applicable, you agree not to rely on the payment of interest to prevent an Account Close-Out, satisfy any Margin Requirements, or offset any payment obligation you may have under the Agreement.
- 6.8.** Trading with us incurs charges, detailed on the website. We reserve the right to change or waive these fees at our discretion without prior notice. Funds in your account may be used to offset any applicable holding charges.



Payment and Withdrawal

- 6.9.** You must ensure that all payments to us are made promptly and in accordance with the terms of the Agreement. Any payment not adhering to our payment policies will be refused.
- 6.10.** During periods of market volatility, it is advisable to maintain some "headroom" in your Account by keeping an Account Revaluation Amount that exceeds your total margin requirements or the applicable Close-Out level. Ensure you have sufficient funds above your margin requirements, considering factors such as the market volatility of the underlying asset, the time required to make additional payments of cleared funds, your Positions, CFD Margin Trades, Countdowns, Pending Orders, and other relevant elements.
- 6.11.** Payments made by you or any Authorised Person on your behalf will be credited to your Account only after our systems have verified the payment. We cannot guarantee the duration of this process and will not be liable for any losses resulting from delays in crediting payments to your Account.
- 6.12.** You are responsible for all costs and fees associated with making payments to your Account, including bank transfer fees, internet and telephone service provider fees, and any other expenses not incurred by us. In accordance with Applicable Law, we may charge an administration fee for processing payments made via payment cards or for withdrawals from your Account.
- 6.13.** You may request a withdrawal from your Account for an amount up to the lesser of your Available Equity or Cash balance. For more information on withdrawals, please visit our website.
- 6.14.** To comply with Applicable Law, we will only accept withdrawal requests from you or Authorised Person, unless otherwise agreed. Withdrawals will be made only to accounts registered in your name, unless we have approved changes to your payment information or you have authorized a specific person to receive the funds.
- 6.15.** We may, at our reasonable discretion, refuse or delay processing your request to withdraw funds (in whole or in part) from your Account, including a request to close the Account. If we choose to refuse or delay your withdrawal request, we will notify you as soon as reasonably practicable, and this will be considered a Specified Event.

Deduction, Right to Set-Off, and Netting

- 6.16.** We reserve the right to deduct any amounts payable to us under the Agreement or as required by Applicable Law from the funds in your Account.
- 6.17.** Without prior notice, we reserve the right to offset any positive Cash balances in your Account with us, as well as any amounts we owe you, against any outstanding payments you owe to us. This may involve converting relevant Cash balances or amounts due into the same currency using a currency conversion rate.
- 6.18.** In relation to your Account:
- a) If you and we owe each other equal amounts of money in the same currency, both obligations will automatically be fulfilled and discharged.
 - b) If you and we owe each other different amounts of money in the same currency, the party owing the greater amount will pay the difference to the other party, resulting in the fulfillment and discharge of both obligation.

Currency

- 6.19.** When opening an account, you must select the Account Currency from the options we provide. All payments related to your Account must be made in the chosen Account Currency.

Taxes

- 6.20.** If we are required to settle any withholding tax or other levies on your behalf, we reserve the right to deduct these amounts from your Account or seek payment or reimbursement from you.
- 6.21.** We have the authority, at our sole discretion, to deduct or withhold any tax required by Applicable Law from any payment or credit to your Account. The tax treatment of your CFD Margin Trades and/or Countdowns may vary depending on your individual circumstances. It is recommended that you seek independent professional advice to understand your specific tax obligations.
- 6.22.** All charges will include any applicable value-added tax or similar consumption taxes.

Introduced Business

- 6.23.** This provision applies when a third party, such as an introducing broker or money manager, has referred you to us, and you have agreed to pay fees, commissions, or other compensation ("*Third Party Fees*") to that third party for their introduction and related



services. We will notify you of the effective date of this provision in advance, and it will take effect on the specified date.

- 6.24. By agreeing to this provision, you grant us permission to share details about you and your Account, including personal data and Account activities, with the third party specified in clause 10, as well as with their affiliates and subcontractors, as needed to provide services to you.
- 6.25. By agreeing to the Agreement, you permit us to deduct any Third-Party Fees you owe to the third party from the funds in your Account and pay them on your behalf. We will inform you in advance of the method used to calculate these Deductions.
- 6.26. Deductions will include all applicable taxes, duties, or levies, such as value-added tax or similar charges, regardless of how they are designated or calculated.
- 6.27. You are responsible for ensuring that your Account has sufficient funds to fully cover any Third-Party Fees owed.
- 6.28. We reserve the right to discontinue facilitating payments or Deductions for Third-Party Fees at any time without prior notice. If this occurs, you will need to settle any outstanding Third-Party Fees directly with the third party.
- 6.29. You may withdraw or modify the authorization granted to us under this provision to facilitate or make Deductions for Third-Party Fees on your behalf. To do so, you must provide us with written notice at least one (1) Business Day in advance.

7. TRADING AND OUR PLATFORM

Platform Rules

- 7.1. Our Platform provides various information related to your Account, including real-time updates on Order execution, notifications of changes in Product value, and current statements of your Positions and Account balance, as required by law. You are responsible for regularly accessing and reviewing this information to ensure its accuracy.
- 7.2. You are responsible for regularly accessing and reviewing the information provided in clause 7.1 to ensure it matches your own records. This information will be considered conclusive unless we notify you of any mistake, error, or inaccuracy, or you notify us in writing of such an issue, and we agree with your notification.



- 7.3. We are legally obligated to retain certain information for a specified period, which you can access through our Platform or upon request. After this period, we may choose to either retain or destroy the information at our discretion, without prior notice.
- 7.4. We will make every effort to ensure that our Platform and CRM team are available to you as needed. However, we cannot guarantee uninterrupted availability and are not responsible for any losses resulting from the unavailability of the Platform or the inability to reach the CRM team.
- 7.5. You are responsible for ensuring access to our Platform when necessary. This includes using a compatible device, keeping it secure and functional, and maintaining a stable internet connection.
- 7.6. If you are unable to access our Platform directly, you can seek assistance from our CRM team via telephone or email. However, this process may take longer than direct access, and we cannot guarantee their availability.
- 7.7. Links to third-party websites and resources provided on our Platform, website, emails, or any other content we generate are for informational purposes only. We are not responsible for the content of these third-party sites or for any losses or damages that may result from their use.

External Platforms

- 7.8. The following additional provisions apply to Customers using our external platforms, including but not limited to the MT5 platform (*the "External Platform"*). By using the External Platform, you acknowledge and agree to these additional terms and conditions and authorize us to act accordingly.
- 7.9. If you intend to use the External Platform to execute trades and send trade orders and details to us, you will not be placing trade orders and details directly with us but instead through a third party via the External Platform. By doing so, you authorize and instruct us to execute trades for your Account based on the trading signals generated and transmitted to us by the External Platform.
- 7.10. You acknowledge that trade orders and details are solely generated by the External Platform, not by us, and that our responsibility is limited to making commercially reasonable efforts to execute these orders as instructed by the External Platform and received by us. You confirm that we have neither solicited nor recommended your use of the External Platform. Your decision to participate is based on your own research and inquiries, enabling you to make an informed investment choice. We do not guarantee or



imply any profits from the External Platform, and you agree that neither we nor any of our associates, officers, directors, employees, consultants, agents, or affiliates will be liable for its performance or any trading losses in your Account.

- 7.11. We will execute trade orders for your Account based on the instructions and details generated by the External Platform. You acknowledge that your trading access is facilitated by the External Platform itself, not by us.
- 7.12. We shall not be liable for any errors or malfunctions of the External Platform, including mechanical failures, communication issues, system errors, data failures, or any other circumstances beyond our control. You acknowledge that we can only accept and execute orders if they are correctly received or generated.
- 7.13. We reserve the right to terminate the authorization for the External Platform at any time, for any reason, at our sole discretion, and will provide you with notice as soon as reasonably possible. You will be responsible for any open positions in your Account at the time of the termination. You agree to allow us to execute offsetting orders for any open positions in your Account upon the termination of the External Platform or the Agreement.
- 7.14. You agree that, in the absence of gross negligence, willful default, or fraud, neither we nor any of our associates, directors, employees, consultants, agents, or affiliates will be held liable for any actions or omissions related to your participation in the External Platform. You shall indemnify us, along with our principals, directors, employees, agents, successors, and assignees, against all losses and liabilities (including reasonable attorney's or accountant's fees) arising from this authorization to use the External Platform. This indemnification applies unless there has been a judicial determination that such liability resulted from our gross negligence, willful default, or fraud, and provided that the conduct in question was not undertaken without the actual or reasonable belief that it was in your best interest.

Orders

- 7.15. You are fully liable to us for the settlement of any Transactions resulting from Orders submitted on your behalf through the Platform and/or External Platform.
- 7.16. We reserve the right to modify, cancel, or reject your orders and may, at our discretion, refuse to accept instructions or allow trading on your account.

Error

- 7.17.** Occasionally, errors and omissions ("*Error*") may occur in your Trades. These Errors can include, but are not limited to, pricing errors, incorrect Deductions or credits to your Account, improper Order handling, or incorrect Prices displayed on the Platform due to a third-party supplier or system error.
- 7.18.** If either you or we suspect or become aware of an error, prompt notification is required. You must inform us, or we will inform you, as soon as reasonably practicable. We will then investigate to identify the cause and confirm whether an Error has occurred. If an Error is confirmed, it will be treated as a Specified Event and the relevant provisions of clause 9 will apply. We will notify you of any actions taken or that may be taken in accordance with clause 9.3.

8. LIABILITES

8.1. Assurances

When we provide services under the Agreement, we are entitled to rely on the following representations, which you confirm as accurate and truthful:

- You affirm that your use of our Platform and/or services does not constitute Improper Use.
- If you are an individual, you confirm that you are at least 18 years of age, or the minimum age required under applicable regulations in your country, whichever is higher.
- If you are a corporate entity, unincorporated association, trust, or partnership, you confirm that you are legally established according to Applicable Law and that you have obtained all necessary consents and authorizations as outlined in your constitutional or organizational documents.
- Unless we have agreed otherwise in writing, you are acting in your own capacity and not as an agent, attorney, trustee, or representative for any third party.
- You confirm that you are not located, incorporated, or resident in any jurisdiction where access to our Platform or engaging in Products is deemed illegal.
- Your Orders and/or Products are not connected to any corporate finance transactions, including placing, issuance, distribution, offer, takeover, merger, or similar activities.

- You declare that you have no affiliations with the issuer of any underlying asset of a Product for which you have placed an Order, including but not limited to any roles such as director, employee, agent, contractor, or professional adviser to such issuer.
- You confirm that you fully and legally own all the money transferred to us under the Agreement. For money received from an accepted joint bank account, both parties are jointly the owners of the funds.

8.2. Your Obligations

- If you become aware or have reasonable grounds to suspect that you may have breached any term of the Agreement, you must notify us in writing without delay.
- You are responsible for any losses and/or expenses that we incur, either directly or as a reasonably foreseeable consequence, resulting from negligence, fraudulent activity, or breaches of the Agreement or Applicable Law by you or any Authorised Person.

8.3. Our Liability and Limitations

- Nothing in the Agreement will exclude or limit our liability for any matter where such exclusion or limitation is prohibited by Applicable Law.
- We are not liable for any losses under the following circumstances:
 - a) When we are complying with Applicable Law or the terms of the Agreement, or exercising our rights in accordance with them.
 - b) When the loss results from your negligence, fraudulent actions, or breaches of the Agreement or Applicable Law.
 - c) In cases classified as Specified Events or Circumstances Outside Our Control.
 - d) When errors arise due to unclear, ambiguous, or incomplete instructions from you or an Authorised Person in relation to an Order.
 - e) In situations involving delays or mistakes in calculating or facilitating the payment of Third Party Fees owed to a third party.
- We will not be liable for any loss unless such loss arises directly and solely from our negligence or breach of the Agreement. In such cases, our liability is limited to the direct and verifiable losses resulting from our negligence or breach. Under no circumstances will we be responsible for any loss of profit or opportunity, or for delays, delivery failures, or transmission errors resulting from data transfers over networks beyond our control.
- Any features, market data, or third-party content provided on our Website, Platform, or via emails are offered on an "as is" and "as available" basis. While we, along with our third-party providers, have taken reasonable steps to ensure their accuracy and



completeness, we disclaim all warranties, representations, or guarantees (whether express or implied) to the fullest extent permitted by Applicable Law.

- In relation to any third-party market data, features, or information provided through our Website, Platform, or services:
 - a) Neither we nor our third-party providers offer trading or investment advice.
 - b) We and our third-party providers are not liable for any inadequacies, inaccuracies, or omissions in market data, features, or information.
 - c) We and our third-party providers do not guarantee the timeliness or accuracy of market data or similar information.
 - d) We and our third-party providers are not responsible for any actions or inactions you take based on market data, features, or information.
 - e) Market data or similar information is provided for general purposes only and should not be solely relied upon for any investment decision.
 - f) You agree to use market data, features, or information in compliance with Applicable Law.
 - g) Information, analyses, and conclusions provided may be indicative, outdated, and based on past performance, which does not guarantee future results.
 - h) Our third-party providers disclaim all warranties (whether express or implied) regarding your use of our Platform, Website, or related content. They bear no responsibility for losses incurred, even if they are aware of potential liability, whether based on contract, tort, or other legal grounds.
 - i) Unless caused by our negligence, intentional misconduct, or fraud, we are not liable for any damage or loss resulting from the transmission of viruses, or other harmful technological threats that may affect your computer, data, or software from using our Platform or Website, or downloading content from our Website or linked sites.
 - j) Unless explicitly stated in these Terms, we are not responsible for reminding or notifying you of any obligations or liabilities under the Agreement. Any reminders or alerts we provide are at our sole discretion and do not create any ongoing obligation to continue such notifications.

9. SPECIFIED EVENT

9.1. Specified Event

In the circumstance that a Specified Event occurs, is likely to occur, or we become aware of it, we reserve the right to take appropriate Reserved Actions, provided that such actions are fair and reasonable given the circumstances (see clauses 8.3 and 9.3). A Specified Event includes, but is not limited to, the following situations:

- You or any Authorised Person appointed by you are found guilty or implicated in criminal proceedings or a relevant investigation by the appropriate authorities in any jurisdiction, particularly involving dishonesty, financial crime, terrorist financing, or similar offenses.
- You are subject to an Insolvency Event.
- If you are an individual, you die, become mentally incapacitated, or your capacity relevant to the Agreement is impaired in any way.
- You breach any term of the Agreement, including, but not limited to, engaging in Improper Use.
- You fail to make any payments owed to us under the Agreement or any other agreement in place between you and us or our affiliates.
- Any of the representations or assurances you provided under clauses 8.1. or 8.2. of these Terms become materially incorrect or misleading, as determined by us.
- An Error occurs.
- Any other circumstance arises where we reasonably believe it is necessary or appropriate to protect either you or us, including any actual or potential breach of Applicable Law or the Agreement, or if you fail to respond reasonably to any notice, communication, or request for additional information regarding your Account.

9.2. Circumstances Beyond Our Control

- If a Circumstance Beyond Our Control prevents us from fulfilling our obligations under the Agreement, this will not be considered a breach of the Agreement.
- If we identify a Circumstance Beyond Our Control, we will notify you as soon as reasonably practicable, in accordance with Applicable Law. We will endeavor to resume providing our Platform, services, and meeting our obligations under the Agreement as soon as possible. During this period, we may take appropriate Reserved Actions and/or address any pricing errors as necessary.

- Once we are able to resume providing our Platform, services, and/or fulfilling our obligations following a Circumstance Beyond Our Control:
 - a) The value of any Trade that was open immediately before the Circumstance Beyond Our Control will be determined based on the Price at the time we are able to resume our services.
 - b) We will attempt to act on any Orders related to a Product received just before the Circumstance Beyond Our Control, to the extent possible.
 - c) You are responsible for reinstating or cancelling any Orders that were impacted by a Circumstance Beyond Our Control.

9.3. Reserved Actions

In the event that it is required by Applicable Law, or if there is a Specified Event or Circumstance Outside Our Control that has occurred or is reasonably expected to occur, or if we have valid reasons to do so, we reserve the right to take any action that is deemed fair and reasonable under the circumstances. These actions, referred to as Reserved Actions, may include:

- Opening, combining, correcting, or closing any Trade, closing Countdowns, and canceling or suspending any Orders on an Account.
- Restricting or prohibiting your access to or use of an Account.
- Suspending, limiting, or restricting your ability to place Orders, execute Trades or Countdowns, or declining to follow any instructions from you concerning an Account.
- Refusing or delaying the processing of withdrawal requests from your Account.
- Adjusting Margins, spreads between Buy and Sell Prices for a Product, Attributes, Prices, and Rates, including those related to your Trades and/or Orders.
- Canceling any Trades or Countdowns (as though they had not occurred) and reflecting such actions on your Account.
- Conducting Roll-Overs.
- Imposing special terms for any Order, Trade, or Countdown, particularly where the size, volatility, or liquidity of the relevant Product is deemed abnormal.
- Closing an Account, designating an Account as unauthorized for trading, or limiting the Account to reduce-only status.
- Exercising rights of Set-Off, making Deductions or credits, or applying interest in accordance with the Agreement or Applicable Law.

- Retaining any outstanding amounts you owe to us.
- Temporarily suspending the generation and/or quotation of Prices and/or execution of Orders for any Product on our Platform.
- Removing any Product from our Platform and/or restricting your ability to place Trades or Countdowns on specific Products within your Account.
- If classified as a Professional Customer or an Eligible Counterparty, restricting or completely removing additional services from your Account, either temporarily or permanently.

10. DATA PRIVACY AND INTELLECTUAL PROPERTY RIGHTS

Data Privacy:

- 10.1.** The Agreement, along with our Data Protection and Privacy Policy available on our website, outlines how we will handle any personal information you provide to us. When you apply for an Account or communicate with us in any way, you will be disclosing personal information, which may be stored in paper or electronic form. As the data controller, we recognize the importance of handling this data properly and in compliance with data protection laws.
- 10.2.** Personal data includes information that can identify you, such as your name, address, phone number, email, and financial details. Sensitive personal data includes your ethnicity, political views, religious beliefs, trade union membership, health, and sexual orientation.
- 10.3.** We will process your personal data with your consent, to fulfill the Agreement, meet legal requirements, or when we have a legitimate interest. Sensitive personal data will only be processed when one of the conditions specified in data protection laws is met.
- 10.4.** By completing the Account Opening Form and entering into the Agreement, you consent to us processing your personal data, including sensitive personal data. This data will be used for purposes such as evaluating your application, managing the Platform, maintaining our relationship, fulfilling our obligations under the Agreement, assessing operational and financial risks, improving our Website and Platform, developing products and services, providing third-party market data, seeking legal advice, working with auditors and professional advisers, creating anonymized statistical data, customer profiling (including targeting advertisements and creating lookalike audiences), and disclosing your data to authorities as required by law.



- 10.5.** We reserve the right to disclose your personal information to our associates, subcontractors, and service providers who manage your data on our behalf. This also includes any joint account holders, authorized individuals, introducing brokers, money managers, or other third-party intermediaries that have been mutually agreed and accepted. Additionally, we may utilize your personal information for marketing purposes in accordance with your preferences. For these purposes, we may transfer, store, and process your data. In all instances, we will ensure your information is handled securely and in compliance with the Agreement and applicable data protection laws.
- 10.6.** You have the right to request access to the information we hold about you, and where legally permitted, we may charge a fee for this service. Additionally, we reserve the right to document any communication you have with us, including emails, chat messages, and phone calls. These records may be used for training, complaint investigations, or as evidence in legal proceedings. All phone conversations will be recorded and retained for the legally required period. If mandated by law, we may also provide government authorities with your information, including personal data protected by data protection laws. Lastly, you agree to keep confidential any information related to your account, including emails, letters, and promotions.

Intellectual Property

- 10.7.** All Elements are entirely owned by us or our licensors. You do not have any rights, titles, or interests in our Platform, Website, or Elements unless explicitly stated in the Agreement.
- 10.8.** Under the terms of the Agreement, we grant you a personal, non-exclusive, non-commercial, revocable, and non-transferable license to access and use our platform and website. You do not have any additional rights concerning our Platform or Website. We may terminate this license and the Agreement immediately and without notice if we determine that you have violated any of the prohibited actions listed in clause 10.9 or if we have a valid reason to believe you have done so. Upon termination, you will no longer have any rights to our Platform, Website, or Elements.
- 10.9.** According to the Agreement, you are strictly forbidden from undertaking certain actions regarding our Platform, Website, and Elements, unless explicitly authorized. Specifically, you are not allowed to copy, reproduce, alter, reverse engineer, sell, distribute, use for commercial purposes, or create hyperlinks or other links to our Platform or Website without our written permission. Additionally, you are prohibited



from downloading or copying any account information except for personal use or when required by a regulatory body. You must also avoid using any data collection tools, software viruses, or similar technologies that could damage or disable our Platform or Elements. Furthermore, you are not permitted to attempt unauthorized access to our Platform or its servers, or engage in any activities that we consider to be improper use.

- 10.10.** Any violation of these terms may result in the immediate termination of the Agreement, and we reserve the right to take further action. Additionally, we may audit your use of market data and other information provided on the Platform to ensure compliance with the Agreement. You are required to fully cooperate with us during such audits.

11. COMMUNICATION GUIDELINES

- 11.1.** The Agreement and all related communications will be conducted in English. By agreeing to this, you confirm that you have adequate knowledge and a thorough understanding of the English language. The Platform, along with its features and information, will be available in English by default. Although you may have the option to select another language for the Platform, its features, and information, you should only do so if you have sufficient knowledge and a full understanding of that language. Opting for an alternative language is entirely at your own risk.
- 11.2.** You consent to us communicating with you through our Platform or any system operated by Zitaplus that we provide periodically. These communications may be sent via email, posted on our website, or delivered through other agreed-upon methods. Additionally, you authorize us to contact you by letter, telephone, SMS, or email to discuss your Account or inform you of any operational changes to our Platform. Please note that all such communications may be recorded.
- 11.3.** If the Agreement requires written communication from you, you can send us an email from the address linked to your Account, contact us through our Application (if applicable), or send a letter by postal mail.

12. AMENDMENTS

- 12.1.** Unless otherwise agreed, any amendments to the Agreement that we notify you of will become effective on the date specified in our notice, which will be no less than ten (10) Business Days after the notice is given. However, if the changes are required to comply

with Applicable Law or if you have explicitly agreed to the changes in writing at our request, we may provide you with less than ten (10) Business Days' notice. If you do not agree with the modifications, you may close your Account and/or terminate the Agreement in accordance with clause 14.2 before the changes take effect.

13. MISCELLANEOUS

13.1. Validity

- If any provision of the Agreement is deemed illegal, invalid, or unenforceable under the laws of any jurisdiction, the remaining provisions of the Agreement will continue to be fully valid and enforceable.

13.2. Governing Law and Dispute Resolution:

- The Agreement shall be governed by the laws of the British Virgin Islands. Any disputes arising from the Agreement are subject to the jurisdiction of the courts of the British Virgin Islands. However, the company reserves the right to initiate legal proceedings in other jurisdictions if allowed by Applicable Law.

13.3. Outsourcing:

- The company may engage external service providers, including associates or third parties, to support its operations in compliance with Applicable Law.

13.4. Rights, Remedies, Delay or Inaction:

- The rights and remedies outlined in the Agreement are supplementary to those available under Applicable Law.
- Any delay or failure to exercise a specific right or take action under the Agreement or Applicable Law does not preclude the right from being exercised at a later time.
- Except for Associates, third parties are not entitled to enforce any terms of the Agreement; however, the company may assign its claims against the customer to third parties.

13.5. Transfer or Delegation of Rights and Obligations:

- You are not permitted to transfer your rights or delegate your obligations under the Agreement without our prior written consent. You may not grant the use or benefit of any rights to any third party (including an Authorised Person or Joint Account Holder).

- Under the Agreement, you are prohibited from granting any person (including an Authorised Person) the use or benefit of any rights, including rights to funds held by the company, whether by mortgage, charge, or otherwise.
- In compliance with Applicable Law, we reserve the right to transfer or delegate any of our rights and/or obligations under the Agreement to another party, including the transfer of any Customer money balance held on your behalf. We will make reasonable efforts to provide you with at least thirty (30) calendar days' notice before such a transfer or delegation occurs. However, we retain the right to execute the transfer or delegation immediately, in which case we will notify you as soon as practicable. During such a transfer or delegation, we may share relevant information about you with the receiving party as reasonably required.

14. TERMINATION

14.1. Breaching of the Agreement

- Breaching any of the conditions in the Agreement may result in the immediate termination of the Agreement, with the possibility of further action from us. We may also conduct audits of your use of market data and other information provided on the Platform to ensure compliance, and your full cooperation during these audits is required.

14.2. Closing your Account or terminating the Agreement

- Retail Customers can close their Account through our Platform or by providing written notice via the designated communication channels. The closure typically takes effect within one (1) Business Day after we receive the notice.
- Professional Customers and Eligible Counterparties can close their Account by providing written notice, unless we have already designated an early termination date. This closure also generally takes effect within one (1) Business Day after we receive the notice.
- If you have any Pending Orders, open positions related to any Product on the Account, or outstanding funds at the time of termination, we will cancel the Pending Orders, close the positions, and attempt to return any funds owed to you as soon as possible. However, there may be a delay in returning your funds.

- We reserve the right to close your Account by issuing a written notice. The closure will take effect on the specified date in the notice, which will be at least ten (10) Business Days from the date of the notice, unless otherwise stated. If you receive a closure notice, you will have the opportunity to cancel any Pending Orders and close any Trades before the closure date. If you do not take these actions or if giving notice is not possible, we will cancel any Pending Orders and close any Trades on your Account. We will then attempt to return any funds owed to you.
- We may terminate the Agreement with less than ten (10) Business Days' notice, including immediately, if we have serious grounds or valid reasons. In such cases, we will cancel any Pending Orders, set your Account to Reduce Only or Unauthorized to Trade, and close any Trades on the Account as specified in the notice.
- The Agreement will automatically terminate when all your Accounts are closed, either by you or by us, unless we have agreed otherwise. Upon closing an Account or the Agreement, we may invoke our rights under clause 6 to make a Deduction or Set-Off.

Policy Name	Client Terms and Conditions
Issue and Effective date	28.12.2023
Date of last review	20.09.2024
Date of next review	On or before December 2024
Periodicity of review	Annual