
CLIENT AGREEMENT

SOCAL TRADE LTD, with registered number **07952794** (“Company”), whose registered office is located at **Charlottenstraße 35, 10117 Berlin, Germany**, offers the Trader’s Room and trading platform operations services under the terms of this public proposal (“Agreement”) to any individual who meets the eligibility criteria. The service is not available to stateless persons, individuals under the age of 18, or citizens of countries where the Company does not offer its services. By accepting this Agreement, the individual becomes a Client of the Company and agrees to comply with the terms and conditions outlined herein.

Date of the latest update: 06.09.2024.

1. INTRODUCTION

1.1. The Client is advised to read this Agreement carefully. This Agreement is an electronic document and does not require a physical signature. The terms of the Agreement are considered unconditionally accepted by the Client upon the Company’s receipt of the advance payment made by the Client in accordance with the terms outlined in this Agreement.

1.2. The Agreement may be translated into all the official languages available on the Company’s website. However, such translations are provided for informational purposes only. In the event of any discrepancies between the English version of the Agreement and its translations, the English version shall take precedence.

1.3. Once the Company receives the Client’s advance payment, all operations performed by the Client in the Trader’s Room or on the trading platform will be governed by the terms of this Agreement. The Client acknowledges and agrees to be bound by these terms for every transaction made after the payment is received.

1.4. The Client and the Company enter into every operation in the Trader’s Room or on the trading platform as principals. The Company does not act as an agent on behalf of the Client unless explicitly agreed otherwise. The Client assumes full and direct responsibility for fulfilling all obligations arising from their operations within the Trader’s Room or on the trading platform. Should the Client act on behalf of another party, whether that individual is identified or not, the Company will not recognize that third party as a client and bears no liability toward them unless specifically agreed otherwise.

1.5. The definitions and terms used in this Agreement are explained in Clause 2 (“Terms and Interpretation”).

2. TERMS AND INTERPRETATION

In this Agreement:

“Balance” shall mean the total financial result of all completed transactions, including profit and loss, as well as deposit and withdrawal operations on the Client’s trading account. The balance reflects the current available funds after all transactions have been finalized.

“Credit/Debit Card” shall mean a thin plastic card issued by a financial institution that contains identification information for the cardholder. This card allows the cardholder to make payments for goods and services, as well as withdraw cash from their bank account, either through ATMs or at points of sale.

“Website” shall mean the Company’s official website located at <https://social-trade.com>, where the Client can access information about the Company’s services, trading platform, and Trader’s Room.

“Credit/Debit Cardholder” shall mean the individual whose personal details (first name, last name, signature) are imprinted or otherwise displayed on the credit or debit card and who is authorized to manage and maintain the associated card account.

“Client’s External Account” shall mean the bank or electronic account owned by the Client or the Client’s Authorized Person, through which transactions, such as fund deposits or withdrawals, are made to and from the Client’s trading account.

“Margin” shall mean the cash security that is required to support the Client’s open positions on the trading platform. It serves as collateral to cover potential losses during trading.

“Request” shall mean the Client’s order to the Company to obtain a price quote. This request is informational in nature and does not oblige the Client to complete a transaction based on the provided quote.

“Fund Deposit” shall mean the transfer of funds made by the Client or the Client’s Authorized Person into the Company’s account, which are subsequently credited to the Client’s Account for trading or other purposes.

“Withdrawal Request” shall mean an instruction submitted via the Client’s Trader’s Room on the Company’s website to withdraw funds from the trading account. The funds are then transferred to the Client’s External Account or to the account of the Client’s Authorized Person, as specified in the withdrawal instruction.

“Identification Information” shall mean, in the case of an individual, the passport or ID information provided during the Client’s registration process. This information is used for identity verification purposes.

“Client Account” shall mean any type of account opened by the Client with the Company. This includes but is not limited to transitory accounts, trading accounts, partner accounts, manager's accounts, investor's accounts, and other account types offered by the Company.

“Client Terminal” shall mean the software program or third-party application that connects to the Company's server. The Client Terminal allows the Client to access real-time financial market data (as determined by the Company), conduct technical analysis, execute transactions, place, modify, or delete orders, and receive notifications from the Company.

“Quote” shall mean the information regarding the current price of a specific financial instrument, presented as a Bid price (the price at which the Client can sell) and an Ask price (the price at which the Client can buy).

“Rate” shall mean the value of the base currency expressed in terms of the quote currency. This defines how much of the quote currency is required to buy one unit of the base currency.

“Trader’s Room” shall mean the Client’s personal page on the Company’s website, which can be accessed using the Client’s unique login and password. This secure area is used for the Client’s identification, account management, transaction records, and communication with support services.

“Inactive Trading Account” shall mean a trading account belonging to the Client that has not had any open positions, pending orders, or non-trading operations for a period of three months.

“Non-Trading Operation” shall mean any operation that does not involve active trading, such as depositing funds, withdrawing funds from the Client's Account, or providing/returning credit.

“Trader’s Room Number” shall mean the unique identifier assigned to each Client upon acceptance of this Agreement, used to identify the Client within the Trader’s Room system.

“Open Positions” shall mean the total risk exposure resulting from the Client’s buy or sell orders for financial instruments, where the positions have not yet been closed by an offsetting trade or settled in the market.

“Written Notification” shall mean any form of electronic communication, including but not limited to faxes, emails, messages within the client terminal, or announcements posted on the Company’s website.

“Processing Center” shall mean a legal entity or a department responsible for facilitating the technological and informational interaction between participants in payment systems, ensuring the smooth execution of financial transactions.

“Business Day” shall mean any working day between Monday and Friday, excluding weekends and public holidays, during which the Company operates its services.

“Free Margin” shall mean the portion of the equity in the Client’s trading account that is not tied up in open positions and is available for opening new positions.

“Server” shall mean the system of software and technology that processes the Client’s instructions, provides real-time trading information (as determined by the Company), and manages the mutual obligations between the Client and the Company in accordance with this Agreement.

“Trader’s Room Service” shall mean the service that provides the Client with a personal account on the Company’s website, which is used for identification, account management, transaction tracking, and support services.

“Screenshot” shall mean a digital image captured by the Client or the Client’s Authorized Person using software or the operating system, showing the content displayed on the computer or device screen at a particular moment in time.

“Withdrawal” shall mean the process of transferring funds from the Client’s Account to the bank account or electronic account of the Client or the Client’s Authorized Person, as specified by the Client in the “Withdrawal Request.”

“Company Account” shall mean the Company’s bank account and/or electronic account, including its account within the Processing Center, used for managing financial transactions such as deposits and withdrawals.

“Trading Platform” shall mean the system of software and technology that provides real-time price quotes, enables the placement, modification, or deletion of orders, and calculates all mutual obligations between the Client and the Company, including trade execution and account management.

“Trading Account” shall mean the unique personal register of the Client’s trading activity on the trading platform, which includes all completed transactions, open positions, orders, and non-trading operations.

“Client’s Authorized Person” shall mean an individual who is over 18 years of age, a citizen and/or tax resident of a country where the Company offers its services, and who is authorized to perform or receive non-cash (bank and/or electronic) transfers on behalf of the Client. This person may be authorized to credit funds to the Client’s Account or to withdraw funds from the Client’s Account.

“Force Majeure” shall mean circumstances beyond the Company’s control, such as discrepancies between the Company’s terms and conditions and those of its counterparties, unexpected changes in the market situation, technical limitations of the Company’s software or hardware, or any other unforeseeable events that affect the Company’s ability to perform its obligations.

“Electronic Payment System” shall mean a payment service provider that operates using electronic money, facilitating non-cash transactions for depositing and withdrawing funds.

3. SERVICE

3.1. Provided that the Client fulfills their obligations under this Agreement, the Company shall grant the Client the ability to conduct transactions as permitted by the capabilities of the Trader’s Room. The Client is responsible for complying with the terms and conditions outlined in this Agreement to maintain access to these services.

3.2. The Company will execute the transactions requested by the Client. The Company has the right to process these transactions, even if the outcome is not beneficial for the Client. Unless explicitly stated in this Agreement, the Company is not obligated to monitor the Client’s open positions, provide notifications regarding margin calls, or advise on the status of any transaction. Additionally, the Company is not required to attempt executing the Client’s orders at more favorable prices than those available on the trading platform unless otherwise agreed.

3.3. The Client is not entitled to request investment or trading advice from the Company, nor can the Client expect any information provided by the Company to be intended to encourage or guide specific transactions. All trading decisions are made independently by the Client.

3.4. In the event that the Company provides advice, information, or recommendations to the Client, the Company will not be held liable for any consequences or outcomes resulting from the use of such advice. The Client acknowledges that, except in cases of fraud, intentional misconduct, or gross negligence, the Company is not responsible for any losses, costs, expenses, or damages that may result from inaccuracies or mistakes in the information provided by the Company, including information related to Client transactions. While the Company reserves the right to void or close transactions under specific circumstances as outlined in this Agreement, any transaction executed by the Client based on inaccurate or mistaken information shall remain valid and binding for both the Client and the Company.

3.5. The Company does not facilitate physical delivery of currencies as part of any trading operation. All profits or losses, denominated in the Client’s deposit currency, are credited or debited to the Client’s trading account immediately after a position is closed.

4. CONFLICT OF INTEREST POLICY

4.1. The Company, its partners, or other affiliated parties may have material interests, legal relationships, or arrangements that pertain to specific transactions in the Trader’s Room or on the trading platform, which could potentially conflict with the interests of the Client. For example, the Company may:

- Act as Principal in relation to a particular financial instrument by buying from or selling to the Client from the Company's own account;
- Combine the Client's transaction with those of other clients;
- Buy or sell an instrument that the Company has recommended to the Client;
- Provide advice or other services to partners or other clients who may have conflicting interests in investments or underlying assets related to those of the Client.

The Client acknowledges and consents to the Company handling transactions on their behalf in any manner the Company deems appropriate, even if there is a conflict of interest or the Company has a material interest in the transaction. The Company may proceed with such transactions without prior notification to the Client. Despite the existence of any potential conflicts of interest, the Company's employees are obligated to adhere to a policy of impartiality. They are required to disregard any material interests or conflicts when advising or dealing with the Client, ensuring that all actions taken are in line with professional standards and fairness.

5. TRADING ACCOUNT OPENING

5.1. To begin the process of opening a trading account, the Client is required to accurately complete and submit the application form provided on the Company's official website. This form requests essential personal and financial information necessary for the evaluation of the application.

5.2. The Company reserves the right, at its absolute and sole discretion, to accept or reject the Client's application for a trading account. This decision is contingent upon the receipt of all requested data and documentation in full. The Company is under no obligation to provide reasons for any rejection and may decline an application without prior notice.

5.3. The Company has the authority to refuse the opening of a trading account or to suspend or terminate an existing account if the information provided in the registration form is found to be invalid, inaccurate, or misleading. It is the Client's responsibility to ensure that all submitted information is truthful and up-to-date. Providing false or incomplete information may result in account closure and could potentially lead to legal action or other penalties as deemed appropriate by the Company.

6. PAYMENTS

6.1. The Client may deposit funds into their trading account at any time, subject to the Company's accepted methods of payment. Deposits can be made in accordance with the procedures outlined in the Client's Trader's Room or other sections of the Company's website.

6.2. The Client bears full responsibility for the accuracy of all payments made to the Company. In the event of any changes to the Company's bank details, the Client is responsible for ensuring that future payments are made using the updated bank information. From the moment new bank details are published by the Company, the Client assumes all liability for any payments made using obsolete information. The Company is not responsible for any losses or delays resulting from payments sent to outdated bank accounts after the updated details have been made available.

7. CLIENT'S FUNDS AND INTEREST

7.1. Client funds are held in Company accounts, including segregated accounts specifically opened in the Company's name for the purpose of keeping Client funds separate from the Company's own operational funds. This ensures that Client funds are protected and not commingled with the Company's financial resources.

7.2. The Client acknowledges and agrees that the Company will not pay interest on the funds held in the Client's accounts. The Company reserves the right, at its discretion, to determine if and when any interest might be paid on Client funds. However, unless otherwise specified by the Company, no interest will accrue on Client deposits.

8. DEPOSIT/WITHDRAWAL POLICY

8.1. The balance of the Client's account reflects the total amount of the Company's financial commitments to the Client at a given moment in time. This balance includes the sum of all completed transactions, deposits, withdrawals, and any applicable adjustments. However, this value may be subject to additional terms if stipulated. For example, the Client's participation in various promotional campaigns or special programs organized by the Company may result in adjustments to the account balance, such as bonuses or other benefits, which could influence the final balance amount.

8.2. The Client must submit a withdrawal request in the electronic form provided through the Trader's Room internal interface. Once the withdrawal request is created, the withdrawal amount will not be deducted from the account balance until the payment is processed. All payments executed based on the Client's withdrawal requests are final and cannot be refunded or appealed.

8.3. To deposit funds into the trading account, the Client must use the Trader's Room internal interface, following the specified instructions for the deposit process.

8.4. The Client acknowledges that in the event of software malfunctions or other technical issues, delays in the deposit of funds to the Client's account may occur. The Company is not liable for such delays but will work to resolve the issue as quickly as possible.

8.5. The Client agrees to cover any additional costs associated with their transactions, including but not limited to taxes, customs duties, and other fees, if applicable.

8.6. The Company and the Payment Services Provider guarantee the execution of payments solely for the amount specified by the Client in the payment request. They do not bear any responsibility for covering the additional costs, such as taxes or fees, incurred by the Client.

8.7. Once the Client clicks the "Pay" button and confirms the payment, the payment is considered processed and irrevocable. The Client cannot cancel or appeal the transaction after this point.

8.8. By clicking the "Pay" button and confirming the payment, the Client agrees to the following:

- The Client confirms the payment request and accepts the terms of this Agreement;
- The Client acknowledges and accepts all risks associated with the use of the service;
- The Client agrees that they cannot cancel or appeal the payment once processed;
- The Client confirms that they have reached or exceeded the legal age for entering into such agreements;
- The Client understands and agrees that the payment is processed by the Payment Services Provider.

8.9. The Company and the Payment Services Provider are not responsible for any refusal to process a payment due to the issuing bank's denial of authorization for the transaction using the Client's debit or credit card.

8.10. If the Client disagrees with the terms outlined above or for any other reason, the Company advises the Client to refrain from making the payment. In such cases, the Client should contact the Company's support department using the contact details provided on the Company's website.

8.11. If it becomes evident that the Client intends to use the trading account for facilitating transactions between different payment systems, the Company reserves the right to decline the withdrawal request.

8.12. Depositing funds into the Client's account using credit or debit cards belonging to third parties is strictly prohibited.

8.13. The official methods for depositing or withdrawing funds are limited to the wallets and accounts of the Company in all the payment systems specified within the Trader's Room. The Client assumes all risks associated with using these payment systems, as they are not official partners of the Company. The Company does not bear any responsibility for delays or non-arrival of funds to the Client's account balance due to issues with the payment systems. If the Client is dissatisfied with the performance of a payment system, they are responsible for contacting the support service of that payment system directly. The Client is also obliged to inform the Company of any such issues.

8.14. The Company is not responsible for the actions of third-party intermediaries involved in the Client's deposit or withdrawal operations. The Company's responsibility for deposit operations begins only after the Client's funds have been received in the Company's bank account or in the Company's payment system accounts as listed on the Company's website.

8.15. If fraudulent activity is detected in any financial transaction after the funds have been credited to the Client's account balance, the Company reserves the right to cancel the transaction and freeze the Client's account. For withdrawal operations, the Company's responsibility ends once the funds are withdrawn from the Company's bank account or its payment system accounts listed on the Company's website.

8.16. Withdrawals from the Client's account are processed using the same payment details that were provided by the Client during the deposit process.

8.17. The Client can withdraw funds from their account only after successfully completing the verification process in the Trader's Room. The Company reserves the right to request documents as part of this verification, as stipulated in the Company's Privacy Policy and AML Policy.

8.18. The Client agrees that a withdrawal request may be declined, and the funds returned to the Client's account, if the Client fails to provide the requested identification information (such as a copy of an ID, credit or debit card, or other documents required by the Company under its AML Policy) after a request from the Company.

8.19. The Client bears full responsibility for the accuracy and precision of the details provided in the withdrawal request.

8.20. If the Company's security department suspects the Client of engaging in fraudulent activities or deceitful behavior, the Company reserves the right to block the Client's account without prior notice and restrict further withdrawals.

8.21. If there is no trading activity on the Client's account for a period of three months, the Company reserves the right to designate the account as inactive. In such a case, the account may be archived while preserving the funds in full or the funds may be refunded to the Client.

9. COMMUNICATIONS

9.1. The Client must submit requests for opening and closing positions through the Client terminal provided by the Company. This is the primary interface for executing transactions on the trading platform.

9.2. By accepting the terms of this Agreement, the Client also agrees to receive emails and other forms of communication from the Company, which will be sent to the Client's personal email address as indicated in the Trader's Room. These communications may include important updates, notifications, and other information related to the Client's account or trading activities.

9.3. If the Client believes that the Company has violated the terms of this Agreement, the Client has the right to file a claim against the Company.

9.3.1. To file a claim, the Client should use the contact information provided on the Company's official website. All claims must be submitted in accordance with the specified procedures.

9.3.2. If the dispute cannot be resolved in accordance with the terms of this Agreement, the Company will make the final decision on the claim based on prevailing market practices and legal ethics. The Company's decision will take into account the specifics of the case and will be guided by industry standards.

10. ORDER EXECUTION

10.1. The time required to process the Client's orders is not fixed, as it depends on prevailing market conditions and the speed at which the Company's partners can execute the orders. Market volatility, liquidity, and technical factors may all influence processing times.

10.2. When opening a position, the Client must deposit a Margin, the amount of which is determined by the leverage available to the Client or the specific trading instrument involved in the transaction. The required Margin may vary based on the nature of the trading instrument and the level of risk associated with it.

10.3. Upon receiving an order to open a position, the system will verify the availability of Free Margin in the Client's trading account. If the initial margin and/or hedged margin required to open the position exceeds the available Free Margin in the account, the Client's order will be denied. This ensures that the Client has sufficient funds to cover potential losses and to maintain open positions.

11. EVENTS OF DEFAULT

11.1. Each of the following constitutes an instance of failure to fulfill obligations under this Agreement:

- The Client's failure to provide any funds owed under the terms of this Agreement;
- The Client's failure to meet any obligation due to the Company;
- The Client's inability to pay debts as they become due;
- The Client's death or legal incapacity;
- Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any of the actions outlined in clause 11.2.

11.2. In the event of a failure to fulfill obligations by the Client, the Company may, at its sole discretion and without prior written notice, take one or more of the following actions:

- Close out all or any of the Client's open positions at the current market quote, in order to mitigate potential losses for both the Client and the Company;
- Debit the Client's account for any amounts owed to the Company, including outstanding fees, losses, or other liabilities;
- Close any or all of the Client's accounts held within the Company, thereby terminating the business relationship;
- Refuse to open any new accounts in the Client's name, effectively barring the Client from future services with the Company.

These measures may be taken to protect the Company's interests and to ensure that all outstanding obligations are resolved in a timely and fair manner.

12. REPRESENTATIONS AND WARRANTIES

The Client represents and warrants that:

12.1.1. All information provided by the Client in accordance with this Agreement, including the registration form on the Company's website, is true, complete, and accurate in all material respects.

12.1.2. The documents and copies provided by the Client are authentic. The Client acknowledges the Company's right, if the authenticity of any document is in doubt, to request validation from the relevant law enforcement authorities of the document-issuing country.

12.1.3. The Client is duly authorized to enter into this Agreement, to issue instructions and requests, and to fulfill all obligations in accordance with this Agreement.

12.1.4. The Client's actions under this Agreement will not violate any law, regulation, ordinance, charter, by-law, or rule applicable to the Client, nor any law in the jurisdiction where the Client resides, or any agreement that binds the Client or concerns the Client's assets.

12.1.5. The Client acknowledges that any trading systems or strategies used are not intended to exploit any potential weaknesses or vulnerabilities in the Company's software.

12.1.6. The Client agrees to indemnify the Company for any liabilities, costs, claims, demands, and expenses of any nature incurred by the Company as a direct or indirect result of the Client's failure to fulfill any obligations under this Agreement.

12.1.7. The Client agrees not to share access passwords to the trading platform or the Trader's Room with third parties and commits to keeping them secure and confidential. All actions carried out under this Agreement and/or using the Client's login credentials are deemed to have been executed by the Client. The Company is not liable for any unauthorized use of the Client's registration data by third parties.

12.2. If the Client breaches clause 12.1.6 of this Agreement, the Company reserves the right, at its sole discretion, to void any open positions or close out any or all of the Client's positions at the current market price at any time.

13. GOVERNING LAW AND JURISDICTION

13.1. This Agreement is governed by and shall be construed in accordance with the laws of the country in which the Company is registered. In relation to any legal proceedings, the Client irrevocably:

13.1.1. Agrees that the courts of the country in which the Company is registered shall have exclusive jurisdiction to resolve any disputes or legal proceedings arising out of or in connection with this Agreement;

13.1.2. Submits to the jurisdiction of the courts of the country in which the Company is registered;

13.1.3. Waives any right to object at any time to the initiation of proceedings in any such court, including any claims that such court is an inappropriate or inconvenient forum for those proceedings;

13.1.4. Agrees not to contest the jurisdiction of the court over the Client, and will not assert that such court lacks authority to preside over the Client in such legal matters.

13.2. The Client irrevocably waives, to the fullest extent permitted by the applicable laws of the country in which the Company is registered, any immunity that the Client or the Client's revenues and assets (regardless of their use or intended use) might otherwise be entitled to on the grounds of sovereignty or other similar legal grounds, including but not limited to:

- (a) immunity from legal proceedings;
- (b) immunity from the jurisdiction of any courts;
- (c) immunity from relief by way of injunction, specific performance, or recovery of property;
- (d) immunity from attachment of assets (whether before or after judgment); and
- (e) immunity from the execution or enforcement of any judgment.

The Client irrevocably agrees, to the extent permissible by the law of the country in which the Company is registered, not to claim any such immunity in any legal proceedings. The Client also consents to satisfying all court requirements and orders, particularly in connection with the Client's assets, in any such proceedings, including but not limited to asset recovery and enforcement of judgments.

14. FORCE MAJEURE

14.1. The Company may, upon determining that a Force Majeure event (uncontrollable circumstances) exists, take reasonable steps to notify the Client in due course. Force Majeure circumstances include, but are not limited to:

14.1.1. Any act, event, or occurrence (including, without limitation, any strike, riot, civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, communication equipment or supplier failure, hardware or software failure, civil unrest, government sanction, blockade, embargo, or lockouts) that, in the Company's reasonable opinion, prevents the Company from maintaining market stability in one or more financial instruments.

14.1.2. The suspension, liquidation, or closure of any market, or the absence of any event on which the Company bases its quotes, or the imposition of limits or special/unusual trading terms on such markets or events.

14.2. If the Company determines, with just cause, that a Force Majeure event exists (without infringing on any other rights under the Regulations), the Company may, at any time and without prior written notice, take any of the following actions:

14.2.1. Increase margin requirements;

14.2.2. Close out any or all open positions at prices the Company considers, in good faith, to be appropriate under the circumstances;

14.2.3. Suspend or modify the application of any or all terms of this Agreement to the extent that the Force Majeure event makes it impossible or impractical for the Company to comply with those terms;

14.2.4. Take or refrain from taking action concerning the Company, the Client, and other clients, as the Company deems reasonably appropriate under the circumstances.

14.3. The Company does not bear any responsibility for failing to fulfill (or improperly fulfilling) its obligations if such failure is caused by uncontrollable circumstances or a Force Majeure event.

15. MISCELLANEOUS

15.1. The Company reserves the right to suspend services to the Client at any time for any justified reason, without the need to notify the Client in advance.

15.2. In the event that a situation arises which is not explicitly addressed in this Agreement, the Company will resolve the matter based on principles of good faith, fairness, and, when appropriate, by taking actions consistent with prevailing market practices.

15.3. No single or partial exercise, failure, or delay in exercising any right, power, or privilege under this Agreement or the law by the Company shall constitute a waiver of that right, power, or privilege. Nor shall it impair or preclude any future exercise of such rights or remedies under this Agreement or applicable law.

15.4. The Company may, at its discretion, release the Client in whole or in part from liability for violations of the terms of this Agreement during the period it remains in force. Alternatively, the Company may reach a compromise decision with the Client. In such cases, all past violations, regardless of how long ago they occurred, may be taken into consideration, and the Company reserves the right to raise grievances with the Client at any time. These provisions do not prevent the Company from exercising any other rights it holds under this Agreement.

15.5. The rights and remedies provided to the Company under this Agreement are cumulative and not exclusive of any rights or remedies provided by the law of the country where the Company is registered.

15.6. The Company may transfer its rights and obligations under this Agreement to a third party, either in whole or in part, provided that the assignee agrees to abide by the terms of this Agreement. Such an assignment will take effect three (3) business days after the Client is deemed to have received notice of the assignment in accordance with this Agreement.

15.7. If any term or provision of this Agreement (or any part of any term) is held to be unenforceable by a court of competent jurisdiction in the country where the Company is registered, that term shall be deemed severable and will not affect the enforceability of the remaining terms of this Agreement, which shall continue to be valid and in effect.

16. AMENDMENT AND TERMINATION

The Client acknowledges that the Company shall have the right to amend:

16.1. Any part of the Regulations at any time.

16.2. The value of spreads, swaps, and dividends without prior notification to the Client. In exceptional trading conditions, the Client recognizes the Company's right to make immediate changes to this Agreement without prior notice.

16.3. The Client acknowledges that the Company may introduce new products and services at its discretion, without prior notification.

16.4. The Client may suspend or terminate this Agreement by providing the Company with written notification.

16.5. The Company reserves the right to refuse the Client access to the Trader's Room at any time and without explanation.

16.6. Termination of this Agreement does not release either the Client or the Company from obligations regarding any outstanding transactions, nor does it negate any legal rights or obligations that may have arisen under this Agreement, particularly in relation to open positions and deposit/withdrawal operations made on the Client's account.

16.7. Upon termination of this Agreement, any available funds in the Client's account, calculated and payable after the closure of all open positions, will be transferred to the Client's designated account based on the payment instructions provided by the Client to the Company.

16.8. Upon termination of this Agreement, all amounts owed by the Client to the Company must be settled immediately, including but not limited to:

- Any outstanding fees, charges, and commissions;
- Any expenses incurred due to the termination of this Agreement;
- Any losses or expenses incurred by the Company as a result of closing out transactions or fulfilling other obligations initiated by the Client.

16.9. In the event of the Client's death:

- The right to claim withdrawal of funds from the Client's account shall be transferred to the legal heirs or heirs specified in the Client's will;
- The right to use the Client's account or carry out operations in financial markets shall not be transferred to the heirs.