

Atmos: Customer Agreement

Atmos is a registered trading name of Taurex Digital for Marketing Research and Consultancies L.L.C., (the "Company", "Atmos", "we", "us" or "our"), a company incorporated in Dubai, UAE with Business License Local No. 1178603 and whose registered office is at Office 219, Vakson Commercial Building, Um Al Sheif, Sheikh Zayed Road, Dubai, United Arab Emirates.

These Terms and Conditions (the "Agreement") set out the rights and obligations of all of our users ("Customer" or "You") regarding the use of our proprietary trading platform. By using any of the services on the Company's Platform, you represent and warrant that you have the authority to accept and be bound by these Terms. If you do not agree to these terms, then you may not access or use our services. WHEREAS, the Company is a proprietary trading company that invests its own capital in financial markets, and the Company may, from time to time, allocate capital to be traded by the Customer subject to the terms and conditions stated herein.

1. DEFINITIONS

"Atmos Account" refers to live trading accounts that have been credited with virtual trading funds. These accounts are only awarded to Customers who have passed the Atmos Challenge.

"Atmos Challenge" refers to the evaluation program that the Customer must successfully complete. The Company must explicitly approve and accept the Customer's successful completion of the evaluation program before the Customer becomes eligible to receive an Atmos Account.

"Broker" refers to the broker that provides the Trading Platform.

"Challenge Account" refers to the account used to complete the Atmos Challenge. Payouts are not made on these accounts.

"Confidential Information" has the meaning provided for in clause 15.

"Daily Drawdown Limit (1-Stage challenges and Instant Funded Accounts)" refers to the maximum amount of the Equity that may be lost each trading day, measured as a percentage with respect to the greater of:

- (i) the Plan Size; or
- (ii) the Customer's highest recorded Equity.

If the Customer exceeds this trailing drawdown limit, they will receive a Hard Breach which will automatically close all open positions. Daily Drawdown restrictions apply to both Challenge Accounts and Atmos Accounts.

“Daily Drawdown Limit (2-Stage challenges)” refers to the maximum amount of Equity that may be lost each trading day, measured as a percentage of the Plan Size. This is a static target for 2-Stage Accounts. If the Customer exceeds this drawdown limit, they will receive a Hard Breach which will automatically close all open positions. Daily Drawdown restrictions apply to both Challenge Accounts and Atmos Accounts.

“Equity” refers to your account balance plus or minus any profit or losses from open positions.

“Fees” includes but is not limited to execution costs (Swap Fees, commissions, and/or spreads), and any other compensation paid to the Customer.

“Force Majeure Event” shall have the meaning described within clause 16 herein.

“High-Frequency Trading” refers to a trading strategy that executes a large number of orders at extremely fast speeds. The use of high-frequency trading strategies are strictly prohibited on our Trading Platform and includes, but is not limited to, the use of automated systems, algorithms, or any other technology that executes a large volume of orders at extremely high speeds to capitalise on small market price fluctuations. Customers found to be engaging in high-frequency trading practices may have their accounts suspended or terminated, and any associated profits may be subject to forfeiture. We reserve the right to monitor trading activity and take necessary actions to ensure compliance with this policy.

“Intellectual Property Rights” means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including in respect of:

- (a) patents, inventions, designs, copyrights, trade marks, brand names, goodwill, product names, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether registered or unregistered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of those rights.

“Maximum Drawdown Limit (1-Stage challenges and Instant Funded Accounts)” refers to the maximum amount of Equity that may be lost throughout the lifetime of the account, measured as a percentage with respect to the greater of:

- (i) the Plan Size; or
- (ii) the Customer’s highest recorded Equity.

If the Customer exceeds this trailing drawdown limit, they will receive a Hard Breach which will automatically close all open positions. Maximum Drawdown restrictions apply to both Challenge Accounts and Atmos Accounts.

“Maximum Drawdown Limit (2-Stage challenges)” refers to the maximum amount of Equity that may be lost each trading day, measured as a percentage of the Plan Size. This is a static target for 2-Stage Accounts. If the Customer exceeds this drawdown limit, they will receive a Hard Breach which will automatically close all open positions. Maximum Drawdown restrictions apply to both Challenge Accounts and Atmos Accounts.

“Minimum Profitable Days” a profitable day is defined as a day where closed positions generate a positive profit of at least 0.50% of the initial account balance at the beginning of a given day. The Customer must achieve 3 days of at least 0.50% daily profit before they can move to the next challenge stage. Customers cannot pass the Atmos Challenge until the Minimum Profitable Days requirement is satisfied for each challenge stage on the Challenge Account, as applicable. For Atmos Accounts, the Customer must achieve 3 Minimum Profitable Days within each 14-day payout period.

“Net Profit” refers to the Customer’s realised and unrealised net trading profit and losses (P/L) above the Plan Size after the application of any Fees that may be applied to the Customer’s trades. A high watermark approach will be applied when calculating payments based on Net Profit gains.

“News Events Trading” refers to trading strategies that are based on market expectations, both before and after a news release. Any profits that are generated through News Events Trading by the Customer at the Atmos Account stage shall be deleted. Deletion of profits may take up to several days to occur.

“Performance Split” refers to the percentage split between the Customer and the Company for the Net Profit gains on the Customer’s Atmos Account. The amount to be paid to the Customer shall be as agreed between the Company and the Customer on the client portal.

“Plan Size” refers to the initial amount of virtual funds that are credited to the Atmos Account.

“Restricted Jurisdictions” refers to specific countries or regions where the services provided by Atmos are not offered due to regulatory restrictions, legal prohibitions, or company policy. Clients located in these jurisdictions are not permitted to open accounts or purchase Atmos products. Restricted territories include, but is not limited to, the following jurisdictions: USA, UK, Canada, UAE, Belgium, North Korea, South Korea, Russia, Iran, Iraq, American Samoa, Belarus, Japan, the Northern Mariana Islands, Palestine, Puerto Rico, Ukraine, the Virgin Islands (US), Wallis & Futuna Islands, Yemen, and Zimbabwe.

“Risk Management Policy” refers to the accepted trading conduct and trading rules that are displayed on our Website.

“Services” means the products, accesses, proprietary trading tools, and technical support set out in clause 2.1 herein.

“**Swap Fees**” are the financing costs that will be incurred by the Customer for holding a position overnight.

“**Trade Frequency Limits**” refer to limits on the number of trades that the Customer may place per hour. These restrictions apply to any positions that are closed that realise any profit or loss.

“**Trading Platform**” refers to the trading platform that Atmos uses in the course of providing the Services.

“**Website**” refers to <https://atmos.tradetaurex.com/>.

“**Welcome Email**” refers to the email that shall be sent to the Customer following successful completion of the Atmos Challenge.

2. SERVICES

2.1. The Company shall, among other things, provide the following to the Customer upon successful completion of the Atmos Challenge:

- (i) an Atmos Account, with the necessary account login credentials
- (ii) access to the Trading Platform; and
- (iii) technical support services in relation to the above.

The items detailed in this clause 2.1, alongside the Company allowing the Customer to participate in the Atmos Challenge(s), collectively and individually form the “**Services**”.

2.2. The Company shall not provide Services to any Customers that:

- (i) have nationality or are residing in Restricted Jurisdictions;
- (ii) are established, incorporated, or have a registered office in Restricted Jurisdictions;
- (iii) are subject to international sanctions; or
- (iv) have a criminal record related to financial crime or terrorism.

2.3. The fee that the Customer must pay to enter the Atmos challenge varies according to the challenge option selected and the parameters that must be fulfilled so that the conditions of the Atmos Challenge, and the subsequent verification, are met. More detailed information on individual options and fees for those options are provided on our Website. The final fee will be determined based on the option you select when completing the registration form for ordering the Atmos Challenge. The Company reserves the right to also provide the Services under individually agreed conditions. All individually agreed conditions shall be determined by the Company at its own discretion.

2.4. DISCLAIMER: You acknowledge, warrant and agree that you are not, and will not at any time during your use of the Services, be a citizen or resident (whether permanently or otherwise) of a Restricted

Jurisdiction. You acknowledge and agree that it is your sole responsibility to ensure that you comply with any relevant laws and are permitted to use the Services and fully indemnify the Company, and its directors, officers, and personnel from any loss, damage or liability arising out of or in connection with purchasing your account(s) or your use of the Services being unlawful or not permitted in any jurisdiction, including your country of citizenship or residency. For the purpose of this Agreement, a “Restricted Jurisdiction” includes, but is not limited to, the countries listed under the “Restricted Jurisdiction” definition, as may be updated by Atmos from time to time. By purchasing any Atmos products you agree that all information provided by you is true and accurate. You undertake that you will notify us as soon as possible if any of the representations made by you in clause 3 herein become incorrect. You further agree that we may immediately and without notice suspend or terminate the agreement if we reasonably believe that such action is required in order to comply with applicable sanctions, laws, regulations, or in accordance with the instructions of a government entity. You explicitly agree that any monies paid are not refundable if you breach clause 2 or clause 3 herein.

3. CUSTOMER REPRESENTATIONS

- 3.1.** The Customer is a natural person, of sound mind, legal age and legal competence.
- 3.2.** The Customer is not relying on investment advice provided by the Company or any other entity when making its trading decisions.
- 3.3.** The activities of the Customer under this Agreement are not prohibited under any law or contract to which the Customer or Atmos is subject.
- 3.4.** The Customer acknowledges that the Account and Trading Platform are provided by a third-party Broker or Brokers and the Customer has no privity with the Brokers used by Atmos to execute the trades and the Customer may not contact said Brokers directly regarding any trade dispute or other issue. All such matters must be directed to Atmos to resolve.
- 3.5.** The Customer has full power and authority to execute this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Customer, enforceable in accordance with its terms.
- 3.6.** The Customer acknowledges that their relationship with the Company is that of an independent contractor. The Customer is not an employee of the Company, or any entities related to the Company, nor may they hold themselves out as such.

3.7. By agreeing to the Customer Agreement, and when completing your application with Atmos to purchase Atmos products, you confirm that all of the data, information and documents provided by you are true, valid, and up to date. You are responsible for notifying us immediately of any change in your data.

3.8. You acknowledge that the operators of Trading Platforms are persons or entities different from the Company and that their own terms and conditions and privacy policies will apply when you use their services and products.

4. USE OF CHALLENGE ACCOUNTS AND ATMOS ACCOUNTS

4.1. Upon creation of the Atmos Account, you shall receive a Welcome Email containing the following:

- (i) the login credentials for the Atmos Account;
- (ii) the amount of virtual funds allocated;
- (iii) a link to a page on the Atmos website, describing the different account packages and the relevant conditions associated with the use of your Atmos Account.

4.2. The funds in your Atmos Account are notionally funded. An account is notionally funded when the notional value of the virtual funds in the account differs from the fees paid by the Customer.

4.3. The Atmos Account is subject to and must be used in accordance with the criteria outlined in the Risk Management Policy, which is also viewable on the Company's Website.

4.4. To pass the Atmos Challenge and to be awarded an Atmos Account, the Customer must:

- (i) meet or exceed the Phase 1 and Phase 2 profit targets on their Challenge Account, as applicable, to complete the Atmos Challenge (such targets do not apply to instant-funded accounts);
- (ii) not allow their account Equity to fall below the Daily Drawdown Limits and/or Maximum Drawdown Limits;
- (iii) achieve the number of Minimum Profitable Days required to pass into the next phase of the Atmos Challenge, and continue to achieve the required number of Minimum Profitable Days between payout intervals once the Customer has been awarded an Atmos Account;
- (iv) not engage in any prohibited trading practices outlined in clause 8 herein; and
- (v) satisfy the criteria in the Risk Management Policy and Trading Rules.

5. CUSTOMER'S OBLIGATIONS

5.1. The Customer accepts full responsibility for monitoring their account to ensure that trades have been executed correctly and to ensure that no unauthorised trading takes place on their account. You warrant that you are the only person or entity in control of your account, and you similarly

warrant that you shall not control the account of any other Atmos-approved Customer. You must not share your account credentials with others and must prevent the unauthorised use of your account.

- 5.2. To maintain your Atmos Account and continue as an Atmos-authorized Customer, you must comply with all relevant policies that are provided to you by the Company, including but not limited to the Customer Agreement and the relevant Risk Management Policy.
- 5.3. The Risk Management Policy is an integral part of this Agreement. It is your responsibility to read the Risk Management Policy and comply with any requirements specified within. By using the Services, you agree, represent, warrant and certify that you understand and accept the Risk Management Policy contained herein, which may be amended from time to time at the Company's sole and absolute discretion. Atmos may, in its sole and absolute discretion, close your account and terminate your status as an authorized Customer with immediate effect following any violation(s) of the Risk Management Policy as determined by Atmos.

6. PAYMENT TERMS

- 6.1. The fees for the Atmos Challenge options can be paid in the currencies that are accepted and listed on the Website. The amount of the fee for the selected option of the Atmos Challenge shall be converted by our rates and will be displayed in your payment total in your chosen currency. The Customer acknowledges that if the payment is made in a currency other than the one the Customer has chosen on the Website, the amount will be converted according to the current exchange rates valid at the time of payment.
- 6.2. Service charges are inclusive of all taxes. If the Customer is an entrepreneur, he is obliged to fulfil all his tax obligations in connection with the use of our Services in accordance with applicable law.
- 6.3. You can pay the fee for selected option of the Atmos Challenge by payment card, via a bank transfers, or other means of payment that the Company currently offers on the Website.
- 6.4. Following the Customer's successful purchase of the Atmos Challenge, we will subsequently send you an invoice with the amount of the fee for the option of the Atmos challenge that you have chosen on the Website. The fee is considered paid when its full amount is credited to the Company's account. If you do not pay the amount on time, the Company is entitled to cancel your order. The Customer bears all fees charged to the Customer by the selected payment service provider (according to the valid pricelist of the payment service provider) in connection with the transaction and the Customer is obliged to ensure that the respective fee for the selected Atmos Challenge is paid in full.

6.5. If the Customer lodges an unjustifiable complaint regarding any paid fees or disputes the paid fees with the Customer's bank or payment service provider (e.g., through chargeback services, dispute services, or other similar services) on the basis of which an annulment, cancellation or refund of the fee or any part thereof is requested, the Company is entitled, at its own discretion, to stop providing to the Customer any Services and refuse any future provision of any Services.

6.6. The Company reserves the right to unilaterally to change the fees and parameters of the Services at any time, including the parameters for their successful completion. The change does not affect the Services purchased before the Company notified the Customer of the change.

7. PERFORMANCE SPLITS

7.1. As an authorised Customer, the Company agrees to pay you a percentage of the Net Profit generated in your Atmos Account (the "Performance Split") as agreed between the parties on the Atmos client portal and subject to the Risk Management Policy. The Company shall pay the Customer based on a snapshot of the Net Profit at the close of trading on the last day prior to a withdrawal request, which may be submitted once every 14 calendar days.

7.2. All payments made to the Customer pursuant to the Performance Split are subject to the Customer acting in accordance with the following requirements, in addition to meeting the other conditions outlined in the **Risk Management Policy** and this **Customer Agreement**:

- (i) Daily Drawdown Limits;
- (ii) Maximum Drawdown Limits; and
- (iii) the Minimum Profitable Days requirement.

7.3. Withdrawal requests for Net Profit gains on Atmos Accounts may be submitted every 14 calendar days from the date when the Atmos Account was awarded to the Customer, subject to the withdrawal terms contained within the Atmos Customer Agreement and Risk Management Policies (collectively the "Agreements") and the minimum Net Profit withdrawal requirements that are listed on the Atmos withdrawal page and in the Atmos client area. A withdrawal request may take up to three (3) business days to process.

7.4. We only accept a request for a withdrawal of money from an Atmos Account that is given directly by the Customer. Withdrawals will only be processed to accounts, payment cards, or other payment methods that are owned by the Customer. In order for the withdrawal to be approved, the Customer is required to provide evidence that the new payment method belongs to them.

- 7.5. When we have reasonable grounds to suspect the authenticity of the request, or as required by a legal body or a regulator, we may request additional information or documents, which may delay the time required to process the withdrawal request.
- 7.6. Upon the processing of a withdrawal request, the Company shall also withdraw its share of the gains in the Atmos Account.

EXAMPLE:

Let's assume the following:

- Beginning account balance: \$100,000.
- Performance Split: 80%/20% in favour of you, the Customer.
- After one month, the Atmos Account's balance is \$120,000.

You request a withdrawal of \$10,000. \$10,000 of the gains in your Account will be withdrawn; representing your \$8,000 and the Company's \$2,000. The new Account Balance High Water Mark will be adjusted back to \$110,000 for purposes of adherence to the Risk Management Policy going forward. Please note that upon requesting a withdrawal, your maximum trailing drawdown equity breach level will automatically lock in at your starting balance. Maximum trailing drawdown will be calculated by reference to the Customer's highest recorded Equity. Any gains in the Account above the highwater mark after a program rule is violated, will be distributed according to the established Performance Split.

8. PROHIBITED TRADING PRACTICES

- 8.1. The Customer must not engage in any of the prohibited trading practices outlined in this clause. Any Customers who engage in such practices risk having their accounts suspended, terminated, and/or having their Net Profits wiped from their Atmos Account. Prohibited trading practices are also outlined in the Atmos Risk Management Policy and Trading Rules. Whether the Customer's activity constitutes a prohibited trading practice shall be determined by Atmos in its sole and absolute discretion. Prohibited trading practices include:

- (i) **High Frequency Trading.** Executing a large number of trades on the same asset within short periods or holding trades for extremely short durations is prohibited. As a guideline, the Risk Management Policy states the minimum time that Customers must hold a position and outlines the Trade Frequency Limits that are applicable to the Customer. Whether the Customer's activity constitutes High-Frequency Trading shall be determined by Atmos in its sole and absolute discretion.

- (ii) **Aggressive Averaging and Martingale Rule.** Continuously opening positions in the same direction while in drawdown, often increasing position sizes to recover losses, is not allowed.
- (iii) **Tick Scalping Rule.** Opening and closing trades within 15 seconds or less to capture small price movements is prohibited.
- (iv) **Opposite Trading/Hedging Rule.** Opening positions in opposite directions on the same instrument across multiple accounts is forbidden.
- (v) **Group Trading, Account Management, and Copy Trading Policy.** Coordinated trading activities across different accounts to mirror positions or strategies without explicit authorization are prohibited.
- (vi) **Grid Trading Rule.** Placing buy and sell orders at consistent or similarly spaced price intervals without a proper strategy is forbidden.
- (vii) **One-Sided Betting Rule.** Placing multiple trades exclusively in one direction over intervals or as clusters throughout the day is prohibited.
- (viii) **90 Seconds Rule (Chasing Price).** Frequently reversing positions on the same asset within 90 seconds of closing a prior trade, especially after a loss, is not allowed.
- (ix) **No News Events Trading.** News Events Trading refers to trading strategies that are based on market expectations, both before and after a news release. Opening, closing, or modifying trades on affected asset pairs within 5 minutes before and after a high-impact news event is prohibited. Any profits that are generated through News Events Trading by the Customer at the Atmos Account stage shall be deleted. Deletion of profits may take up to several days to occur.
- (x) **Account Access and Security Policy.** Unauthorized access practices such as inconsistent IP addresses, sharing devices or credentials, or using VPNs/VPSs improperly are prohibited.
- (xi) **Consistency in Trading Strategy Policy.** Abrupt or significant changes in your trading strategy—such as shifting from long-term trading to high-frequency scalping or drastically altering risk levels—are prohibited unless explicitly approved. Traders are required to maintain a consistent trading style throughout all phases.

9. TERMINATION

9.1. The Company may terminate this Agreement with immediate effect if the Customer:

- (i) breaches any of their obligations under clause 5 herein;
- (ii) engages in any of the prohibited trading practices under clause 8 herein;
- (iii) trades in any way that is inconsistent the parameters outlined in the Risk Management Policy;
- (iv) exploits pricing errors or latency in the pricing and/or platforms provided by the Broker;
- (v) trades based on non-public, material information. Insider trading undermines market fairness and is illegal under applicable laws and regulations;
- (vi) trades in any way that jeopardises the relationship that the Company has with any of its Brokers;
- (vii) trades in any way that is against any relevant regulations or applicable law, or that creates any regulatory issues for the Broker;
- (viii) utilises any third-party strategy, off-the-shelf strategy or strategies marketed to pass assessment accounts;
- (ix) utilises one type of strategy to pass an assessment and then utilises a different strategy on their Atmos Account, as determined by the Company in its sole and absolute discretion;
- (x) arbitrages their account with another account with the Company or any third-party company, or exploits price discrepancies across different markets or platforms in a manner that undermines market integrity, as determined by the Company in its sole and absolute discretion;
- (xi) excessively trades in their account(s) solely for the purpose of generating commissions or fees, as determined by the Company in its sole and absolute discretion.

9.2. In response to any breach detailed in this “Termination” clause, the Company reserves the right to take appropriate action, including but not limited to account suspension, termination, correcting, recovering, and/or applying costs to any amounts generated from any form of market abuse, and legal proceedings, against any Customer found to be engaging in market abuse activities. Customers are responsible for familiarising themselves with and complying with all relevant laws, regulations, and the Company's policies regarding market conduct.

9.3. The Company may, in any event, terminate this Agreement without cause upon giving 5 calendar days’ written notice to the Customer.

10. TRANSMISSION OF ORDERS

10.1. The Company shall have no responsibility for delays in the transmission of orders due to disruption, failure or malfunction of communications facilities and shall not be liable for any claims, losses,

damages, costs or expenses, including attorneys' fees, to any person or entity arising other than as a direct result of the Company's gross negligence.

11. AMENDMENT

11.1. The Company reserves the right to modify the terms and conditions of this Agreement and the Risk Management Policy at any time. Continued use of the Atmos Account shall constitute your acceptance of thereof. Any amendment to this Agreement shall be notified in writing and if made by us shall take effect on such date as we shall specify. Any amendment proposed by you shall take effect when accepted in writing by us.

12. INDEPENDENT CONTRACTOR

12.1. The Customer shall perform its duties and otherwise conduct its trading activity in the Atmos Account as an independent contractor and not as an employee or agent of the Company. Aside from adherence to the Risk Management Policies, the Customer acknowledges that the Customer, nor any of its officers or employees, is an officer, director or agent of the Company and that the Company is not, and will not be, responsible for any trading decisions made on behalf of the Customer and may not commit the Customer to any action.

12.2. The Customer represents that the Company does not have the power either to control the Customer or to exercise any dominating influences over its activities. The parties hereto understand and acknowledge that this Agreement shall not create or imply any agency relationship among the parties, and the Customer will not commit the Company in any manner except when a commitment has been specifically authorised in writing by the Company.

13. INDEMNITY AND LIMITATION OF LIABILITY

13.1. Each party indemnifies the other party against any claim or liability (including reasonable legal costs on a solicitor-client basis) arising from damage, loss (including any infringement of intellectual property rights and breaches of confidentiality), personal injury, or death caused or contributed to by the indemnifying party's wilful or negligent act or omission or breach of this agreement. An indemnifying party's liability under this indemnity clause is reduced proportionately to the extent such damage, loss, personal injury or death has been caused or contributed by the other party's acts or omissions.

13.2. The Customer indemnifies, defends, and holds harmless the Company and its officers, directors, employees, affiliates, white label partners and agents from any loss, damage, liability, claim, cost, awards and expenses arising out of the Customer's illegal and/or wrongful actions and/or any breach of this Agreement. Without limiting the foregoing, this indemnity clause shall apply to all

allegations of wrongdoing including allegations of illegal use of insider information and all transactions requiring corrective action.

- 13.3.** Neither party is liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, under this agreement or otherwise, for any loss of profit, loss of opportunity or economic loss or for any indirect or consequential loss (including in relation to financial market movements).
- 13.4.** If the Company is informed of any pending action or possible loss against the Customer, the Company may set off any monies due to the Customer in amounts sufficient to cover any pending arbitration, litigation, customer complaints, unsecured debits and unpaid expenses in connections with the Customer's trading.
- 13.5.** In no event shall the maximum cumulative liability of the Company in connection with the trading environment and/or this Agreement, regardless of the form of action, exceed the amount of any gains generated by You in the Atmos Account. No action, regardless of form, arising from or pertaining to the trading environment may be brought by you more than **one (1) year** after such action has accrued.

14. INTELLECTUAL PROPERTY

- 14.1.** The parties acknowledge and agree that the Company wholly owns all Intellectual Property Rights to any technology, applications, products, systems, and documents that are provided to the Customer in connection with the Services, which shall remain at all times the sole and exclusive property of the Company and/or its 3rd party service providers. The Customer will not copy, modify, de-compile, reverse engineer, and make derivative works of the IP or in the manner in which it operates.

15. CONFIDENTIALITY

- 15.1.** For the purposes of this Agreement, "Confidential Information" refers to any and all information, data, documents, materials, or other content, whether oral, written, or in any other form, that is disclosed by the Customer to the Company in connection with the services provided under this Agreement, and that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. This includes, but is not limited to, financial data, customer information, trade secrets, market strategies, proprietary software, or other sensitive data.

- 15.2.** The Company agrees to maintain the Confidential Information in strict confidence and shall not, directly or indirectly, disclose, distribute, or otherwise make available such Confidential Information

to any third party without the prior written consent of the Customer. The Company shall take all reasonable measures to protect the confidentiality of the Confidential Information, at least equivalent to the measures it uses to protect its own confidential information, but in no event less than reasonable care.

15.3. The Company shall:

- (i) use the Confidential Information solely in connection with the performance of its obligations or exercise of its rights under this Agreement; and
- (ii) take all action reasonably necessary to secure the Customer's Confidential Information against theft, loss or unauthorised disclosure.
- (iii) Ensure that all processing of personal data, if any, shall be conducted in accordance with applicable data protection laws, including, but not limited to, the General Data Protection Regulation (GDPR) and any applicable national laws implementing GDPR. Additionally, ensure compliance with relevant data protection laws in any jurisdictions where data subjects reside or where personal data is processed.

15.4. The Company may disclose the Confidential Information:

- (i) to its affiliates to whom disclosure is required for the performance of the Company's obligations under this Agreement, but only to the extent necessary to perform such obligations or exercise such rights; or
- (ii) if, and to the extent that, such information is required to be disclosed by applicable law or regulation or by any governmental or regulatory authority, provided that the Company shall, if it is not so prohibited by applicable law and regulation, provide the Customer with prompt notice of any such requirement or request.
- (iii) In compliance with data protection requirements, the Company shall take appropriate measures to ensure that any personal data shared under the agreement is protected against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

15.5. The obligations of confidentiality under this clause shall not apply to any information that:

- (i) is or becomes publicly available without breach of this Agreement;
- (ii) was already in the Company's possession at the time of disclosure, as evidenced by written records;
- (iii) is disclosed to the Company by a third party without a breach of any obligation of confidentiality;
- (iv) is independently developed by the Company without reference to the Confidential Information; or
- (v) is required to be disclosed by law, regulation, or court order, provided that the Company gives prompt written notice to the Customer of such requirement and cooperates with any efforts to limit or contest such disclosure.

15.6. The Customer will not publish, distribute or otherwise make information available to third parties any information derived from or relating to the Company's IP, or the IP of any of the Company's third-party service providers.

16. FORCE MAJEURE

16.1. Force Majeure Event means an event, act or circumstance not reasonably within the party's control and causes the party to be in default of the agreement without being able to take any reasonable action to cure the default and includes but is not limited to:

- (i) acts of any Government or regulatory body, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergencies, riots, civil disturbances, sabotage, requisitions, or any other international calamity, economic or political crisis;
- (ii) acts of God, earthquakes, tsunamis, hurricanes, typhoons, accidents, storms, floods, fires, epidemics, or any other natural disaster;
- (iii) industrial or labour disputes and lock-out;
- (iv) suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless the party has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organised trading platforms;
- (v) a financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- (vi) inability to communicate with any relevant person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to the Company, Customer, any broker, trading platform or third-party service provider.

16.2. The Company is not liable or responsibility for any loss, damage or liability arising out of or in connection with any failure, interruption, or delay in performing its obligations under this agreement where such failure, interruption or delay arises out of or in connection with a Force Majeure Event.

16.3. Where the Force Majeure Event is incapable of remedy, the non-defaulting party may terminate the Agreement with immediate effect by providing written notice to the other.

16.4. Where the Force Majeure Event is capable of remedy, but is not remedied within 15 calendar days, the non-defaulting party may terminate the agreement by providing written notice to that effect.

17. GENERAL

- 17.1. Authority to act.** Each party warrants that it has full corporate power and authority to enter, and perform its obligations under, this agreement.
- 17.2. Personal Data.** Your Personal Data is processed in accordance with the Privacy Policy displayed on the Company's website, which is incorporated by reference into this Agreement.
- 17.3. Notices.** Any notice or communication permitted or required hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered, sent postage prepaid by certified or registered mail, return receipt requested, or emailed to the respective parties as set forth below, or to such other address as either party may notify the other in writing.
- 17.4. No waiver.** A party's failure or delay to exercise any right or remedy under this agreement or under law does not constitute a waiver of that or any other right or remedy and does not stop or restrict the further exercise of that or any other right or remedy. A single or partial exercise of such right or remedy does not prevent or restrict the further exercise of that or any other right or remedy.
- 17.5. Relationship of the parties.** The relationship between the parties is of a principal and an independent contractor. Nothing in this agreement constitutes or deems a party or any of its employees or contractors to be an employee, agent, partner, or trustee of the other party.
- 17.6. No assignment.** Other than as expressly permitted by this agreement, neither party may assign its benefits under this agreement to any third party, except to a subsidiary or associated company within its corporate group, or pursuant to a corporate reconstruction.
- 17.7. Further acts and documents.** Each party must promptly do or procure to be done all further acts and execute and deliver all further documents (in form reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this agreement.
- 17.8. Costs.** Each party must pay its own costs and expenses in connection with negotiating, preparing, executing, and performing this agreement.
- 17.9. Amendment.** Except as otherwise expressly permitted by another provision of this agreement, no amendment or variation of this agreement is valid or binding unless made in writing and executed by both parties.
- 17.10. Interpretation.** All section or paragraph titles or captions in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

Should there be any inconsistency or conflict between the English and any translated versions of this Agreement, the English version shall prevail.

17.11. Severability. If one or more of the provisions in this agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provisions of this agreement or any other instrument.

17.12. Governing law. This agreement is governed by the laws of the UAE. The venue for any proceedings arising out of or relating to this Agreement shall be in the UAE. The prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.