Client Service Agreement

Version: April 2026

Support: support@axfx.com

Complaints: complaints@axfx.com

ApogeeX - Client Service Agreement

1. Introduction

1.1. This Client Service Agreement ("Agreement"), established between you and ApogeeX Capital LLC ("ApogeeX", "we", or "us"), a limited liability company registered with the Saint Vincent and the Grenadines Financial Services Authority (SVGFSA) under number 4536 LLC 2026, with its registered office at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines, comprises these Terms and your submitted Application Form, serving as a master agreement governing all dealings, whether for providing advice or executing Orders. You confirm your acceptance and understanding of this Agreement, along with all related Legal Documents on our website, and your agreement to receive our Products and Services under its terms, by registering via email, our website, or by taking any action consistent with such acceptance. Please note that you trade at your own risk: ApogeeX is under no obligation to (a) assess the suitability of any Position for you, (b) monitor, advise on, or manage your Positions, (c) prevent you from trading beyond your means or ability, or to protect you from losses, or (d) close any open Position. This Agreement supplements any other documents already exchanged or signed between us, and you must read it, along with all other applicable documents we have provided, carefully.

Registration with the SVGFSA is a company registration only. The SVGFSA does not license or supervise forex or CFD trading business, and ApogeeX is not authorised or regulated by the SVGFSA or by any other financial regulator for the services provided under this Agreement. ApogeeX acts as principal and is your counterparty to each Financial Product entered into under this Agreement.

1.2. DEFINITIONS

Accept or Acceptance means if the Client, or an Authorized User, indicate by either telephone, email, face-to-face, or through an Online Service that they accept the terms provided by ApogeeX.

Account Value means the currency value of the Client's Account, which is calculated by ApogeeX combining:

a) the equivalent balance of your Account in the account held with ApogeeX (see clause 2.7);

b) the Realised/Unrealised Losses and Realised/Unrealised Gains.

c) indicative costs to Close (fees, Overnight interest); and

d) the values of Positions not yet booked

Application Form means the form a client must complete and submit to apply to open an account with ApogeeX.

Authorized User means a person authorized by the Client to access ApogeeX's services and/or enter into Orders on the Client's behalf.

Base Currency means the first currency in a Currency Pair. The Base Currency is assigned a value of 1 when calculating exchange rates.

Bought Swap Rate means the interest rate that applies to the Base Currency at the Close of Business on the relevant Trading Day.

CFD means a Contract for Difference.

Client, you or your means the Client named in this Agreement and its successors and permitted assigns.

Client Service Agreement means the completed Application Form and these Terms.

Close of Business means 00:00 server time on the Trading Platform.

Closed Out means the termination of all or part of an Order.

Close-Out Date means the date on which all or part of an Order is Closed-Out.

Close-Out Value means the Order Value at the Close-Out Date.

Corporate Action means payment of a dividend, scrip dividend or special dividend, a rights issue, open offer or free distribution of shares by way of a bonus, capitalization or any other offer or issue to the holders of the underlying asset, a takeover, reverse takeover, merger, demerger, listing, delisting or suspension from listing or any analogous event directly affecting holders of the underlying asset;

Currency Pair means the Base Currency and the Term Currency for a Margin FX contract.

Cut-Off Time means the time (including its time zone) by which cleared funds need to be received by us for an international payment to be made on any Day. These times are set out on the Website.

Day means a day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified by ApogeeX for that purpose.

Daily Statement means an Account statement issued by ApogeeX daily. Daily Statements include details of:

a) your open Positions.

b) your new Positions.

c) the opening cash balance on your Account, together with details of Account movements such as deposits, withdrawals or settlements.

d) your closing Account balance for the day.

e) profits or losses made on Open Positions (your open trade equity);

f) the value of your Positions and movements on your Account in the currency in which your Account is denominated, indicating, where appropriate the consolidation rates used;

g) other items affecting your Accounts, such as Rollover Benefits or Rollover Charges applied to your Account.

h) profit or loss made on open Positions (your open trade equity);

i) the liquidation value;

j) your Total Margin Requirement; and

k) your Margin excess or deficit.

Default Event

a) Each of the following constitutes a Default Event:

i. Any acts or omissions on the part of the Client; Authorized User; or the Client or Authorized User's employee, agent or assignee (whether or not known to us, and whether or not acting in concert with other natural persons or algorithmic tools) which in ApogeeX's reasonable opinion, are deemed to be:

- negligence;
- mistake;
- willful misconduct, (including commission churning, sniping, causing or contributing to or benefiting from a Quoting Error, moving the price of an underlying asset, scalping, arbitraging off-market pricing);
- the use, or allowing any other person (whether or not an Authorized User) to use, any electronic device, software, algorithm or any trading strategy that has the purpose or effect of manipulating or taking unfair advantage of the way in which ApogeeX constructs, provides or conveys its bid or offer prices;
- use of the same electronic identification point (i.e., IP address) as another client, or communication with another client, in circumstances indicating coordinated or abusive trading;
- use of leverage in breach of any limit notified by ApogeeX;
- money laundering;
- suspicious trading activity;

- placement of opposing orders so as to abuse guaranteed fill;
- the breach of any law; or
- the breach of any provision of this Agreement.

ii. the Client or their Guarantor becomes insolvent or bankrupt;

iii. the Client is deceased or becomes of unsound mind;

iv. the Client fails to provide any Margin or amounts due under this Agreement on time in respect of any Positions, or the Margin held by ApogeeX in respect of any Positions falls below the Margin Requirement.

v. the Client is in breach of any representation, warranty or undertaking made under this Agreement or any other material term of this Agreement and/or any information provided to ApogeeX in connection with this Agreement is or has become untrue or misleading.

vi. any fee or charges or other payments due to ApogeeX are not paid in accordance with this Agreement.

vii. at any time or for a period the client is not contactable or does not respond to any notice of correspondence from ApogeeX.

viii. ApogeeX reasonably considers it necessary for the protection of its rights under this Agreement;

ix. ApogeeX is requested by any regulatory body or authority;

x. Your Account balance falls below the Minimum Margin Requirement;

xi. any Dispute occurs, or litigation is commenced and, in view of the subject matter of or any issues in dispute in relation to that litigation, ApogeeX reasonably decides that it cannot continue to deal with the Client while the litigation is pending;

xii. the Client fails to provide, within 10 days of a written request, all information which ApogeeX requested in connection with this Agreement;

xiii. ApogeeX has reason to believe the client is unable to manage the risk that arises from their Positions;

xiv. the Client fails to comply with any limit or restriction imposed on them by ApogeeX in connection to the Account (for example, a restriction on the kind, volume or value of Orders);

xv. any change in law or interpretation which makes it unlawful for us to perform any provision of the Agreements; and

xvi. If a chargeback occurs.

in the case of a body corporate:

xvii. the Client goes into liquidation, voluntarily or otherwise, or a liquidator, receiver, an administrator is appointed

xviii. a valid deed of guarantee and indemnity with respect to the obligations under this Agreement has not been provided to ApogeeX.

In the case of a trust, the Client ceases to be the trustee of the trust or the relevant trust is terminated.

Deposit means the amount deposited by the Client with ApogeeX as requested by ApogeeX in relation to all Financial Products, at the time of booking and at any time prior to the Value Date which is a part-payment toward the agreed Order value and not client monies. Deposit includes amounts deposited by the Client with ApogeeX as requested by ApogeeX in respect of any anticipated or existing Open Positions which the Client has or will have with ApogeeX.

Financial Product means a foreign exchange contract or a transaction in which a Client and ApogeeX enter into an OTC derivatives contract based on the value of an underlying asset or assets (including but not limited to a currency or currency pair, a commodity, a precious metal or an index).

Force Majeure means events or causes including, but not limited to, the following: an act of God, peril of the sea, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labor difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of any applicable law or regulation or any damage of ApogeeX's hardware or systems, unless occurring as a result of an act, omission, default or negligence of the Client or ApogeeX.

Free Balance means, at any time, the excess (if any) of the balance of the Client's account at that time over the required Deposit.

Futures CFD means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a futures market.

Fully Hedged Position means an Open Position that is equal and opposite of another Open Position.

Guarantor means any person(s) identified as such in the Application Form.

Hedged Position is as defined in clause 3.7.

Instruction means any instruction or request given by the Client to ApogeeX relating to the execution of a Financial Product as provided for under clause 3.1.

Insolvency Event means any steps taken for:

a) the winding-up, dissolution or administration of the Client;

b) the Client to enter any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them except for the purposes of a solvent reconstruction or amalgamation; or

c) a receiver, receiver and manager, or other controllers, administrator or similar officer to be appointed with respect to, or takes control of, the Client or any of the Client's assets and undertakings.

Law means any local or foreign law, regulation or judgment, court order or sanctions regimes which ApogeeX is subject to.

Long Party means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally bought the underlying asset or assets to the OTC derivative contract.

Margin Call means an amount, in addition to the Deposit, as solely determined by ApogeeX.

Margin FX contract means a Margin Foreign Exchange contract.

Mark to Market means the daily revaluation of an OTC derivatives contract entered between ApogeeX and the Client to reflect its current market value rather than its original contract value. ApogeeX shall have the right, at its sole discretion, to determine the Mark to Market value daily.

Merger Event means in respect of any underlying asset:

a) any reclassification or change of the underlying asset that results in a transfer of or an irrevocable commitment to transfer all outstanding securities of the same class as the underlying asset to another entity or person.

b) consolidation, amalgamation, merger or binding share exchange of the issuer of the relevant underlying asset with or into another person (other than a consolidation, amalgamation, merger or binding share exchange in which such issuer is the continuing person, and which does not result in a reclassification or change of all outstanding securities of the same class as the underlying asset); or

c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 50% or more of the outstanding securities of the same class as the underlying asset that results in a transfer of or irrevocable commitment to transfer all such securities (other than such securities owned or controlled by such other entity or person).

Notice means a notice required or permitted to be given under this Agreement or for the purposes of this Agreement.

Off quotes means the error message in the MT5 platform, indicating that no price is currently available or the last prices are no longer considered valid market prices. This error typically occurs in two scenarios: when there is a disruption in connectivity with the trading platform, or when the best available price for asset falls outside the specified maximum deviation range. Off quotes are frequently encountered during volatile markets or low liquidity periods.

Online Services means the services which provide the ability for clients to transact with ApogeeX by way of an online trading platform including a Third-Party Online Platform.

Open Position is where the Client has entered into a transaction or contract with ApogeeX, and a further transaction is required in order to close the position.

Order means a Financial Product entered between ApogeeX and the Client under the applicable Trade Contract Terms.

Order Value means for any Order, the Order price or rate multiplied by the Order quantity.

OTC means Over the Counter.

Partially Hedged Position means an Open Position that is opposite but not equal to another Open Position.

Previous Order Value means, the amount calculated as follows:

a) where the Order Value is being determined for the first time for an Order Contract, the Order Value at the commencement of the Order; or

b) in all other cases, the Order Value at the most recent Valuation Time.

Quoting Error means a liquidity provider error, a software error, a typographical error or obvious mistake in a quote or indication and includes quoting delays.

Reciprocal Obligation means ApogeeX's obligations to the Client in relation to an Order, a Margin Call or a Deposit.

Reference Interest Rate means that interest rate provided by our liquidity provider plus ApogeeX's transaction fee of 3.5% per annum.

Retail Client means a Client who is not classified by ApogeeX as a Sophisticated Investor or a Wholesale Client.

Revised Agreement shall have the meaning given under clause 9.1.

Security Details means the information required by ApogeeX under clause 3.6.

Sell Swap Rate means the interest rate that applies to the Term Currency at the Close of Business on the relevant Trading Day.

Share CFD means a Financial Product where the underlying asset is a security listed on an exchange.

Short Party means in respect of any Order the party identified in the Trade Confirmation Notice as having notionally sold the underlying asset or assets to the OTC derivative contract.

Sophisticated Investor means a Client classified by ApogeeX as a sophisticated investor.

Spot CFD means a CFD where the value of the contract derives its value from an underlying asset or instrument whose price is quoted on a spot market.

Suspicious Trading Activity means any belief or decision of ApogeeX, reasonably formed or made and whether or not communicated to the Client, that the Client has, either acting alone or with other persons, used the Online Service in a way which affects the integrity or effective functioning of the Online Services or ApogeeX's for CFDs and Margin FX, or the market for the Underlying Asset to which the CFD or Margin FX contract relates whether or not such conduct is also illegal or also constitutes market abuse. Such conduct includes but is not limited to:

a) entering into Orders or combination of Orders such as holding long and short positions in the same or similar Underlying Assets at similar times, irrespective of how the Account(s) have been funded (for example, but not limited to, personal deposits);

b) entering into Orders or combinations of Orders in respect of Underlying Assets the Client has entered into a transaction in an underlying market for the Underlying Asset;

c) entering into Orders or combination of Orders with intention of exploiting wider- than-usual spreads during abnormal period of thin liquidity by scalping with market/limit orders;

d) entering into Orders or combination of Orders with intention of exploiting the price gap with over-leveraged position prior to market closure or certain public announcements;

e) engaging in any trading activities with intention of abusing the Negative Balance Protection Facility; or

f) engaging in any trading behaviors which are deemed exploitative, dishonest, abusive, or a good faith violation.

Swap Charge or Swap Credit is as defined in clause 5.1 and 5.2.

Swap-Free Account or Islamic Account means an account offered by ApogeeX, at its sole discretion, which is designed specifically for, and available only to, Clients who cannot receive or pay rollover interest on overnight Open Positions for religious reasons.

Term Currency means the second currency in a Currency Pair.

Terms mean these terms and conditions, together with all schedules, attachments or other documents attached.

Third-Party means any entity with whom ApogeeX has entered into an agreement or arrangement whereby ApogeeX offers the Client access to that entity's online trading platform ("Third-Party Online Platform") for the purpose of the provision via the Third- Party Online Platform of additional services to the Client.

Third-Party Online Platform means any online trading platform offered by a Third - Party.

Trade Confirmation Notice means a document or electronic confirmation (including one generated by the ApogeeX Trading Platform) confirming the details of the Financial Product entered between the Client and ApogeeX.

Trade Contract Terms means the price, timing and other details (as contained in the Instructions) ApogeeX provides you, either verbally or via the Internet, at which the relevant Order can be purchased or sold.

Trading Day means Monday to Friday including public holidays for all assets except for Cryptocurrency CFDs. Trading Day for Cryptocurrency CFD means Monday to Sunday including public holidays.

Value Date means either the Day selected by the Client and agreed by ApogeeX for the settlement of an Order or if there is no such Day, the future value date after the execution of an Order by the Client and includes any agreed variation to the original date, being either an earlier or a later date.

Valuation Time means the Close of Business on each Day, or any other time ApogeeX decides in its absolute discretion.

ApogeeX, we, our or us means ApogeeX Capital LLC, its successors and permitted assigns, and, where the context requires, its officers, directors, employees and agents acting on its behalf. It does not include any other company that uses the ApogeeX brand.

Website means the ApogeeX website at axfx.com.

Wholesale Client means a Client classified by ApogeeX as a wholesale client.

1.3. CLIENT REPRESENTATIONS AND WARRANTIES

a) The Client warrants that:

i. in the case of an individual or more than one individual, they are of full age and capacity.

ii. in the case of a firm or corporation, it is duly constituted and incorporated and possesses the requisite power to enter into this Agreement and all contracts made or to be made.

iii. in the case of a trustee of a trust, they are properly appointed as trustee, they will be liable both in their personal capacity and as trustee, the trust instrument is valid and complies with all applicable laws, and the trustee has a right of indemnity from the trust assets in respect of this Agreement; and

iv. in any case, this Agreement and such contracts are and will constitute legally binding and enforceable obligations of the Client.

b) The Client represents and warrants to ApogeeX that:

i. the Client will place Orders wholly or predominantly for business and investment purposes and not for personal, domestic or household use or consumption.

ii. execution and delivery by the Client of this Agreement, and performance of all the Client's obligations contemplated under this Agreement does not violate any Law applicable to the Client.

iii. all information provided by the Client to ApogeeX is true, correct and complete, and the Client will notify ApogeeX promptly of any changes to such information.

iv. the Client shall make ongoing disclosure to ApogeeX of any matters that may affect the operation of this Agreement or of the ability of the Client to pay Margin Calls or to remain solvent.

v. The Client will not, either acting alone or with others, engage in conduct which results in Suspicious Trading Activity as defined in this Agreement. If ApogeeX has reasonable ground to suspect that the Client engages in Suspicious Trading Activity, ApogeeX reserves the right to temporarily or permanently suspend the Client's trading account, recover any losses incurred in connection with the Suspicious Trading from the Client and/or void the Client's Orders and cancel any associated profits, with immediate effect.

c) The Client acknowledges that:

i. by applying to open an account, you acknowledge that you have read and understood this Agreement.

ii. ApogeeX will enter the transactions contemplated by this Agreement in reliance on the representations and warranties made by the Client.

iii. ApogeeX provides advisory and execution-only services, and the final investment decision is always the Client's own.

iv. if ApogeeX provides advice to the Client, then that the advice is general only and does not consider the personal objectives, circumstances or needs of the Client; and

v. if the Client is comprised of two or more legal persons, ApogeeX's primary contact for the receipt of Notices is the first person named on the Application Form.

d) The Client:

i. confirms that they have regular access to the internet.

ii. consents to ApogeeX contacting the Client (in the circumstances described in this Agreement) by email on the address provided by the Client.

iii. agrees to ensure that the Client's contact details are always up to date.

iv. If this Agreement is provided to you in a language other than English, it is provided for information purpose only. The governing language of this Agreement is English. In the event of any inconsistency between the English language version of this Agreement and a foreign language version, the English version will prevail to the extent of any inconsistency.

2. THE ACCOUNT

2.1. OPENING AN ACCOUNT

a) You need to have an active Account prior to transacting with us. No Orders can be placed until an account has been opened and cleared funds received and credited into the Account. You can apply for more than one Account. References in this Agreement to your Account are taken to include reference additional accounts.

b) To apply for an Account, you must complete an Application Form. ApogeeX, at its sole discretion, may accept or decline your application. If ApogeeX accepts your application, you will be notified via email. ApogeeX may at its discretion refuse your application for any reason we consider appropriate

c) Only cleared funds are credited into the Account. This applies to payments made for the purpose of Initial and Variation Margin.

d) Funds deposited with ApogeeX are held in accordance with clause 2.7 and applicable Law.

e) If ApogeeX permits the Client to place an Order where no account has been opened, or clear funds received, this will not limit the Client's liability to ApogeeX under this Agreement.

2.2. ACCOUNT INFORMATION

a) You accept and warrant to us that any information provided to us at any time is true and correct and that you will immediately inform us of any change to that information.

b) You are required to keep confidential all Security Details relating to the Account, including, but not limited to any username, account number, user ID and password. Once you have established this Security Details, ApogeeX has no obligation to verify the authority of anyone using this information to operate your account. If you are aware or suspect that these items are no longer confidential, you should contact us immediately.

2.3. AFFILIATES AND INTRODUCING BROKERS

a) If you are referred to us by an Affiliate or Introducing Broker, you must not assume these parties have access to your Account, act on your behalf (send us instructions) or view your trading history.

b) Introducing Brokers and Affiliates are independent third parties. They are not employees, agents or representatives of ApogeeX, and ApogeeX makes no warranty as to their regulatory status, compliance with Laws or the quality of any service they provide to you. Introducing Brokers and Affiliates are not permitted to trade on your behalf, manage your Account, hold or receive your money or Security Details, or give you personal investment advice.

c) If you trade on the basis of any system, signal, recommendation or instruction of an Introducing Broker, Affiliate or other third party, you acknowledge that there is a substantial risk of loss and that reliance on them will not necessarily result in profit or limit loss. ApogeeX is not liable for any loss arising from the acts, omissions, advice or representations of any Introducing Broker, Affiliate or other third party.

2.4. AUTHORISED USERS AND AUTHORISATION LIMITS

a) ApogeeX may accept your authorization of another person (Authorized User) to give instructions and place Orders on the Client's behalf. ApogeeX will not accept an Introducing Broker or Affiliate as an Authorized User. The Client must notify ApogeeX in a written Notice in the form of authorization under a power of attorney.

b) Upon ApogeeX receiving such Notice the change in Authorized User is effective immediately. However, the Notice shall not affect any Orders already executed.

c) Any appointment of an Authorized User shall remain in full force and effect unless and until a notice of cancellation of appointment has been delivered to ApogeeX.

d) The Client may inform ApogeeX of an authorization limit applicable to some or all Orders either in general or for particular Authorized Users. Any authorization limit provided by the Client to ApogeeX may be withdrawn by the Client at any time by giving Notice to ApogeeX.

e) All Instructions were given and Orders accepted by an Authorized User within their authorization limits will be deemed to be Instructions and Orders authorized by the Client and shall be binding upon the Client.

f) Until the Client has provided a Notice to ApogeeX to the contrary, ApogeeX may continue to assume that all existing Authorized Users have authority to execute legally binding Orders with ApogeeX within their authorization limits.

g) The Client hereby indemnifies and agrees to hold ApogeeX harmless in respect of any loss incurred by an Authorized User entering Orders within their authorization limits.

2.5. DEPOSITS

a) ApogeeX will provide you with access to online service where you can track the following information in your Account:

i. the orders that you have entered with us.

ii. the payments you have paid, or you are required to pay to us.

iii. the payments ApogeeX have paid, or ApogeeX is required to pay to you.

b) Payments to the Account may be made using the payment methods made available on the Website or in the client portal, which may include:

i. by online bank transfer.

ii. by same day bank transfer; or

iii. by international telegraphic transfer.

c) ApogeeX reserves the right to remove or restrict the payment methods that you use to deposit and withdraw money from your Account.

d) The Client must have sufficient cleared funds deposited in an account before ApogeeX creates any Order. ApogeeX will indicate to the Client, where applicable, the sum required as the Deposit for each Order (where applicable).

e) ApogeeX may impose other fees and charges for using the services, by providing Notice to the Client. If the Client does not consent to the charges, the Client can terminate the Agreement immediately and the charges will not apply to the Order prior to the Notice being given by ApogeeX.

f) ApogeeX is not responsible for any fees or charges imposed by Third-Party banks or other counterparties, which are incurred by the Client in connection with the use of the services.

g) All payments under this Agreement must be made in United States dollars or any other currency that ApogeeX may agree to.

h) If ApogeeX becomes aware or has reason to believe that the money you've deposited has come from someone other than you (i.e., from a funding method in someone else's name), ApogeeX reserves the right to decline your deposit, return the money to the source of origination, void any transactions and terminated this Agreement.

i) If ApogeeX is not satisfied that a payment method is in your name, ApogeeX reserve the right to ask you for documents to prove this before ApogeeX decide whether to credit your Account.

2.6. WITHDRAWALS

a) If your Account shows Free Balance, you can ask ApogeeX to pay some or part of that Free Balance to you.

b) ApogeeX may choose to withhold some or all any withdrawal that you request at its own discretion if:

i. ApogeeX requires you to maintain a certain amount of money in your Account to meet our margin obligations/requirements.

ii. ApogeeX is entitled to withhold the amount under applicable law; or

iii. in the circumstances described in clause 2.5.

c) ApogeeX will inform you as soon as reasonably possible if ApogeeX decides to withhold any part of your Free Balance.

d) ApogeeX has the right to refuse to act on Instructions to send funds to a bank account or any other account if it has a reason to believe this destination account is held in a different name than the trading account name.

e) ApogeeX will use all reasonable endeavors to make payments to the Client in accordance with the timing specified in the Client's Instructions. However, ApogeeX shall not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred as a result of a delay in funds reaching the Client's nominated account.

f) ApogeeX will not be liable if a payee/beneficiary bank fails to process a payment correctly.

g) ApogeeX is only required to make an international payment to or at the direction of the Client on a particular Day if cleared funds have been received by ApogeeX prior to the Cut-off Time for that Day. International payments relating to funds received by ApogeeX after the Cut-off Time for a Day will be made on the next Day.

The Client agrees all funds in and out of the Account are subject to ApogeeX's deposits and withdrawals policy on our website.

2.7. SEGREGATED CLIENT MONEY

a) All money deposited by the Client with ApogeeX, received by ApogeeX or its agent on behalf of the Client, or that is, client profits on the Close Out of a Financial Product, shall be deposited into one or more accounts nominated by ApogeeX and will be paid into a client segregated bank account when required by Law, which is typically when the Client pays money into the nominated account:

i. without agreeing to the terms of a Financial Product by the next Day following actual receipt of the deposit; or

ii. without ApogeeX issuing the Financial Product immediately; or

iii. that is less than the price of the Financial Product, and ApogeeX does not issue the Financial Product immediately for the lesser price; or

iv. in excess of the price of the Financial Product, and the excess amount is not returned to the Client by the next Day.

v. Such segregation of the Client's money does not fully protect the Client's money from the risk of loss.

b) While the Client funds are segregated from ApogeeX's operating funds and assets, all Client funds may be commingled in the same account held by an authorized and licensed third-party financial institution pursuant to the applicable laws.

c) ApogeeX shall be entitled to retain any interest earned on such segregated money held or invested by ApogeeX.

d) ApogeeX may use the funds in the client segregated account:

i. in accordance with applicable Laws.

ii. to manage ApogeeX's dealings with its counterparties with respect to Wholesale Clients (other than Sophisticated Investors), including margining, guaranteeing, securing, transferring, adjusting or settling such dealings, but only at the time at which ApogeeX has incurred such an obligation.

e) If the Client is a Wholesale Client (other than a Sophisticated Investors) then the Client acknowledges that clause 2.7(d) constitutes the Client's written agreement to using funds in the client segregated account in the manner referred to in that clause.

f) The Client acknowledges clause 2.7(d) is sufficient written authorization for ApogeeX to withdraw without notice to, or further authorization from, the Client the amount of money deposited into the segregated account necessary to meet ApogeeX's obligations incurred for this purpose. The Client has no interest in or claim over ApogeeX's contracts (if any) with any other person or in the accounts into which ApogeeX lodges or pays the funds which were withdrawn from the segregated accounts. The Client acknowledges that the balance of the Client's account may not be protected if there is a default in the dealings with counterparties or in the overall segregated account balance.

g) ApogeeX enters into arrangements with Third-Party execution providers for the facilitation of transactions and settlements, and avails monies received for Deposits and settlements which are not client money to such providers for this purpose.

h) When ApogeeX accepts money from a Client in connection with an Order, a Margin Call or a Deposit, the Client immediately receives Reciprocal Obligations from ApogeeX under the Trade Contract Terms. The payment is not "client money", but rather has purchased that Reciprocal Obligation from ApogeeX.

3. TRADING

3.1. INSTRUCTIONS AND CREATION OF ORDERS

a) Rate indications from ApogeeX are available by telephone, email, face-to- face or through the Online Services. Such indications are not binding, and the rates will be as agreed when ApogeeX exercises it right to create an Order.

b) The Client, or an Authorized User may issue trading instructions to ApogeeX by using the ApogeeX Trading Platform via a desktop computer or a mobile device.

c) ApogeeX, at its discretion, may accept orders or instructions from the Client through other means, such as by email or telephone.

d) If the Client or an Authorized User executes an Order on the ApogeeX Trading Platform, they are deemed to be making an offer to trade at the quoted price. A Trade Contract Terms and the quoted price offered by the Client or an Authorized User will not be binding until the Order has been accepted and confirmed by ApogeeX subject to its discretionary rights. If ApogeeX exercises this right, then an Order is formed between the Client and ApogeeX.

When an Order is created the parties shall become bound by the content of the relevant Trade Contract Terms and this Agreement.

e) ApogeeX reserves the right to decline to enter into any Order proposed by the Client or an Authorized User. ApogeeX shall not be obliged to give a reason. However, ApogeeX shall promptly notify the Client that ApogeeX has not created an Order with the Client.

f) When the Client, or an Authorized User, contact ApogeeX by either telephone, email, face-to-face or through an Online Service and provides the appropriate Client reference number (and such other security checks as ApogeeX may specify), ApogeeX may, but is not obligated to, ask for the following information:

i. the Client's contact details.

ii. your account numbers.

iii. your further identification details.

iv. the type of Order the Client wishes to enter into with reference to the asset or assets underlying the Order (e.g., exchange rate, currency pair, commodity, precious metal or index);

v. whether you intend to be the Long Party or the Short Party for the Order;

vi. the Order quantity.

vii. the Order price or rate; and

viii. any other information applicable to the Order as ApogeeX may require from time to time.

Collectively, though not exhaustively, this information or any portion constitutes an Instruction.

g) An Order may be:

i. A day Order meaning that the order will be cancelled at 22:00 GMT; or

ii. A good 'til cancelled Order, which means that the Order will remain capable of being accepted by ApogeeX until the Client cancels the Order or ApogeeX accepts it.

h) Orders may be placed as:

i. market Orders to buy or sell a Financial Product as soon as possible at the price obtainable in the market; or

ii. limit and stop Orders to trade reaches a predefined level, as applicable to the various Financial Products offered (or a combination of these types of Orders).

i) Limit Orders to buy and stop Orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount.

j) Where the Client is using a Third-Party Online Platform, and the Client selects a feature offered by the Third-Party that facilitates trades automatically, then acceptance of the Order occurs automatically for each Order placed by the Third-Party, subject to the terms of the Third-Party's agreement with the Client, and subject to ApogeeX's discretionary right to create an Order.

k) You acknowledge that ApogeeX is not making any discretionary decisions to buy or sell Financial Products on the Client's behalf, but rather, the Client is choosing to use trading strategies offered by a Third-Party via a Third - Party Online Platform.

l) The Client shall indemnify ApogeeX for any error made by the Client or an Authorized User in providing Instructions to ApogeeX.

3.2. CANCELLATION OR ALTERATION OF AN ORDER

a) If the Client decides that it wants to change any of the amounts or the dates under an Order, and the Client contacts ApogeeX accordingly, ApogeeX may in its discretion provide the Client with Trade Contract Terms for the alteration which are reasonable given the market conditions. The Client may either accept the new Trade Contract Terms and form a new Order or remain bound by the Trade Contract Terms of the original Order.

b) If, after an Order has been placed, the Client informs ApogeeX that they wish to cancel the Order, or this Agreement allows ApogeeX to treat the Client as having terminated the Order or this Agreement, ApogeeX may terminate at its complete discretion either the Order alone or the Order and this Agreement but may also at its discretion insist on the performance of the Order.

c) If the Client cancels or fails to perform an Order, the Client is liable for any loss or damage suffered by ApogeeX in closing out Orders which the Client has cancelled or failed to perform.

d) The Client may forfeit part or all any Deposit in the event of cancellation. Where ApogeeX has suffered loss, it reserves the right to set off against the Client's Deposit or any other funds received from the Client, any charges, fees or losses sustained by ApogeeX in closing out the Order.

3.3. CURRENCY CONVERSIONS

a) Money can be paid under the Agreements in United States Dollars (USD) or any other currency that ApogeeX may agree to, on the terms set out in this clause.

b) Realized profits and losses will be converted into the currency specified for the trade and will be converted into the Base Currency of the Account at the current spot rate immediately on closing-Out a Position.

c) If the Client makes a payment to ApogeeX in a different currency than the Base Currency of the Account, the payment will be converted into the Base Currency of the Account at the spot rate given by ApogeeX's financial institutions.

d) All payments made by the Client to ApogeeX and by ApogeeX to the Client will be converted into the Base Currency of your Account unless otherwise agreed.

e) ApogeeX does not charge fees on currency conversions.

3.4. TRADING CONFIRMATIONS AND STATEMENTS

a) Each time the Client places an Order with ApogeeX, a confirmation of the executed trade will appear in the ApogeeX Trading Platform.

b) The Client consents to receive Trade Confirmations by electronic means including, for example, through any Online Service.

c) ApogeeX will available Daily and Monthly Statements via ApogeeX Trading Platform or online service.

d) Following the end of day settlement time, provided the Client has transacted or has an open Position, ApogeeX Trading Platform will produce a Daily Statement which will be emailed to the Client at their registered email address and then made available on the ApogeeX Trading Platform.

e) Following month-end, ApogeeX will produce an electronic version of the Client's trading statement which will be emailed to the Client and be available on the ApogeeX Trading Platform. This will provide the same details as the daily statements but cover all account movements and transactions opened for the month.

f) The Client is responsible for promptly checking all contents of Confirmations and the Daily and Monthly Statements. The client must immediately notify ApogeeX if they become aware that there is an error in the Confirmation or the Statements. ApogeeX is entitled to assume that the Confirmations and Statements are correct unless the Client notifies ApogeeX of any error within 48 hours following us giving the Confirmation or the Statements becoming available to the Client.

3.5. TELEPHONE AND EMAIL TRANSACTIONS

a) An Authorized User may request ApogeeX to accept Instructions and enter Orders by telephone. ApogeeX has sole discretion to accept Instructions and enter Orders by telephone.

b) ApogeeX may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to ApogeeX by the Client as an Authorized User. Upon such check confirming the identity of the caller, ApogeeX may assume that the caller has the full authority as previously notified by the Client.

c) The Client acknowledges and agrees and will ensure that each Authorized User acknowledges and agrees, that ApogeeX may make a recording of each telephone Instruction and any other conversation (including Internet conversations e.g., chats) received from a Client or an Authorized User or between a Client or an Authorized User and ApogeeX. The recording remains the property of ApogeeX. The telephone recording can be used by ApogeeX to confirm the terms and conditions of any transaction where there is a dispute with a client as to the Trade Contract Terms of the transaction, and for training and monitoring purposes.

d) An Authorized User may request ApogeeX to accept Instructions and enter Orders by email. ApogeeX may accept Instructions sent by email. The Client acknowledges and agrees that upon the acceptance by ApogeeX of the Client's Instructions, the Client shall be bound by those Instructions.

3.6. ONLINE SERVICES

a) If the Client or the Client's Authorized User uses any of the Online Services, the Client or Authorized User will be able to:

i. place your Orders or issue Instructions to ApogeeX.

ii. enquire as to the availability or pricing or value of one or more Financial Products.

iii. receive market data and other information in relation to one or more Financial Products.

iv. monitor your obligations under this Agreement.

v. receive Confirmations, Account balances or other information in connection with your Account or transactions booked with ApogeeX; or

vi. use such other facilities as ApogeeX may from time to time make available through the Online services.

b) The Client must provide ApogeeX on request with a list of Authorized User(s) and is responsible for informing ApogeeX with any changes to that list.

c) An Online Service may be a proprietary service provided by ApogeeX or a service provided to you by a third party pursuant to an arrangement with ApogeeX (for example, by an Exchange or by a software provider).

d) The Client is responsible for complying with the operations aspects of Online Services provided by ApogeeX or the provider of the Online Services.

e) ApogeeX may at any time without notice suspend, withdraw or deny access to the Online Services to a Client or one or more of the Client's Authorized Users for any reason including but not limited to security, quality of service, failure by the Client to pay any amount when due or breach by the Client of any provision of this Agreement.

f) Clients can contact ApogeeX in writing to terminate their access to an Online Services.

g) ApogeeX can delay, decline or reverse any Order if ApogeeX reasonably:

i. suspects that the transaction might be unlawful or might be associated with financial crime.

ii. suspects that the Client has engaged in Suspicious Trading Activity;

iii. believes that by carrying out the transaction ApogeeX might breach our compliance obligations; or

iv. believes that the Client is in breach of this Agreement. Under such circumstances, ApogeeX will not be liable for delaying or refusing to carry out an Instruction.

h) ApogeeX will not be responsible for confirming the receipt of instructions or verifying the authenticity of the Client's or the Client's Authorized User's instructions.

i) The Client must take all reasonable precautions to ensure that:

i. Security Details are kept confidential.

ii. Each Authorized User to whom Security Details are provided, will keep them secure and confidential.

iii. no unauthorized person can use the Security Details.

j) The Client must inform ApogeeX immediately should they suspect or discover that:

i. Their Security Details are lost or stolen.

ii. Someone else knows their Security Details; or Someone has used or tried to use their Security Details.

k) The Client must not:

i. permit, consent or allow any person (other than an Authorized User) to use the Security Details or to access or use the Online Service using that Security Details.

ii. provide, disclose or make available the Security Details to any person (other than an Authorized User);

iii. misuse any of the Online Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

iv. attempt to gain unauthorized access to any of the Online Services or any server, computer or database connected to any of the Online Services; and

v. attack any of the Online Services via a denial-of-service attack or a distributed denial-of-service attack.

l) The Client acknowledges and agrees that:

i. Access to Online Services can only be granted using the Security Details.

ii. The Client is responsible for the consequences of any unauthorized disclosure or use of the Security Details, and for any actions or omissions by an Authorized User.

iii. ApogeeX is entitled to rely on all Instructions given by, on behalf of, or appear on the Clients' behalf, using the Security Details; despite any other provision of these terms, ApogeeX is not liable for any loss caused by it acting on Instructions or other communications using the Security Details.

iv. There may be delays in the processing, execution, amendment or cancellation of an Order entered through the Online Service and:

- an Order may be filled before instruction for its amendment or cancellation is processed.
- the Client remains liable to settle the original Order until any relevant amendment or cancellation is affected; and
- without limiting clause 12, ApogeeX will not be liable for any loss incurred by the Client arising from any delay in the dissemination of market information or the processing of any Order or instruction to amend or cancel an Order.

v. ApogeeX is not responsible for the processing, execution or cancellation of any Orders submitted through the Online Services, regardless of who enters such Orders and regardless of whether there is an error in the Order entry or for any delays.

vi. Any Online Service is provided on an "as is" basis and, except as required by law, ApogeeX makes no representations or warranties express or implied with respect to the Online Services.

vii. The speed of information provided through the Online Services is subject to a number of factors including, but not limited to, the speed of the user's internet connection, the user's settings, the number of concurrent users accessing the Online Services and the volume of information being received and sent by the Online Services.

viii. there are significant risks in trading through the Online Services because it is serviced by means of computer and telecommunications systems, even if generally accepted industry standards and practices are followed.

ix. The Client will be liable for all Orders and/Instructions made when using any of the Online Services including instances of any misuse, fraud or abuse by the Client or the Client's Authorized Users or where the Client or the Client's Authorized Users have disclosed Security Details to a Third-Party.

x. ApogeeX may change the minimum specification required to access the Online Services and may make operational changes to and alter the services currently available at any time. ApogeeX will notify Clients of such changes by either placing a message on the client area, trading platform or by email.

xi. the Client is responsible for ensuring they have in place alternative arrangements for the execution of Orders or other services available through the Online Services if the Online Services or any aspect of it ceases to be available or subject to failure (including, for example, arrangements for the use of telephone or e-mail);

m) Clients are responsible for obtaining, maintaining and ensuring compatibility of their electronic software, devices and equipment. ApogeeX will not be responsible for any loss of or damage to a client's data, software, computer, electronic devices, telecommunications or other equipment caused by use of any of the Online Services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

n) Clients are responsible for ensuring that their electronic devices and equipment are free from viruses and other malware and ApogeeX will not be responsible for any losses incurred by failure to do this. ApogeeX shall use reasonable endeavors to keep the Online Services free from viruses and corrupt files but cannot guarantee that the Online Services will be free from infection by viruses or anything else with contaminating or destructive properties. ApogeeX is not able to guarantee that access to any of the Online Services will be uninterrupted, continuous or error-free.

o) By breaching this provision, a Client may also commit a criminal offence.

ApogeeX may report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing a Client's identity to them. In the event of such a breach, the Client's right to use the Online Services will cease immediately and without Notice. ApogeeX will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a Client's electronic devices and equipment.

3.7. HEDGED POSITIONS

a) ApogeeX may allow you to execute Hedged Positions on some Financial Products from time to time. A Hedged Position is an Open Position that is opposite of another Open Position. In other words, it is the same Financial Product, but the opposite direction (i.e. you are the Long Party and the Short Party). A Hedged Position may be a Fully Hedged Position or a Partially Hedged Position.

b) ApogeeX reserves the right to reduce the Deposit to zero for Fully Hedged Positions. We also reserve the right to reduce the Deposit for Partially Hedged Positions. If we choose to reduce the Deposit, we do not waive the right to require a deposit at any given time.

c) You acknowledge and agree that if the Deposit for a Hedged Position has been reduced and you close anyone Open Position that forms part of the Hedged Position, it will immediately trigger the full Deposit for the Open Position. If you do not have sufficient Deposit such Open Position will be closed in accordance with clauses 4.3 and 4.6.

d) ApogeeX may close all or part of any Hedged Position at any time without notice at the Close-Out Value where we reasonably believe that the Hedged Position is being abused by a Client including where we reasonably believe that such Hedged Positions are not in the ordinary course of trading, or where it constitutes Suspicious Trading Activity.

It is hereby agreed that ApogeeX shall exercise its discretion in investigating clients' accounts. Based on the findings it may proceed with notifying client(s) that their account is under investigation whereas ApogeeX reserves the right to proceed with immediate account termination, with or without prior notification to the client of the said breach of the Client Service Agreement. ApogeeX is further entitled to reverse any profits accrued from suspicious trading and/or terminate the trading account and/or any account which can be found to be associated with such practices.

3.8. DELAYS AND QUOTING ERRORS

a) While ApogeeX will make every reasonable effort to process the Client's Order promptly, in the absence of gross negligence or wilful misconduct, ApogeeX cannot be held liable for delays, damages, failures, or errors in the completion of the Order, including instances of off quotes situations.

b) In the event of a quoting or off quote error, ApogeeX:

i. is not liable and responsible for any damages, claims, losses, liabilities, or costs arising from the error;

ii. reserves the right to restrict or suspend the trading activities of the involved Client until further notice; and

iii. reserves the right to make the required adjustments to rectify the error. Any dispute arising from a quoting or off quote error will be resolved based on the fair market value, as determined by ApogeeX acting reasonably, of the relevant currency at the time such quoting error occurred.

c) If ApogeeX is unable to perform its obligations under this Agreement or an Order because of factors beyond its control or because of a Force Majeure Event, ApogeeX will notify the Client as soon as is reasonably practicable and will use reasonable endeavors to secure the return of any money paid by the Client in respect of which ApogeeX has been unable to discharge its obligations under this Agreement.

d) ApogeeX may give a Notice to the Client at any time if it forms the view that market conditions in the relevant financial market for the currency concerned are seriously disturbed. This includes circumstances where, in ApogeeX's opinion, deposits in the currency concerned are not available in the ordinary course of business to ApogeeX in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls, it is impractical.

e) When a Notice under clause 3.8(d) is given, ApogeeX 's obligations will be suspended while it and the Client negotiate alternative arrangements. If the parties reach an agreement before the Value Date, those alternative arrangements will apply. If they do not reach agreement within that period, each will be released from its obligations under the relevant transaction.

3.9. TRADING HOURS

a) Trading hours for Margin FX Contracts and CFDs vary and will depend on the relevant Underlying Instrument's hours of operation. The trading hours are published on our website.

b) We are under no obligation to quote prices or accept Orders on a public holiday in any jurisdiction which, in our reasonable opinion, affects the relevant value of the underlying asset or assets to the OTC derivative contract ApogeeX offers. We give notice of such public holidays and the underlying asset or assets affected on the Online Service.

4. MARGIN

4.1. INITIAL MARGIN

a) Before placing a trade that creates an open Position the Client is required to pay into the Account the Initial Margin for that Position as calculated by ApogeeX.

4.2. MARGIN OBLIGATIONS

a) The Client must pay to ApogeeX such amounts of Margin as it may require under this Agreement.

b) A Margin Deposit is credited by ApogeeX at the time cleared funds have been received into the Client Account or such earlier time as allowed by ApogeeX, so a Margin requirement for any anticipated or Open Positions by ApogeeX is not satisfied unless and until the Client's payment is received in cleared funds into the Client Account.

c) ApogeeX will not be liable for any losses including losses arising from real or Open Positions if a Margin Deposit or payment is not received in cleared funds into the Client Account.

d) The Client must maintain at least the amount of Margin required by ApogeeX whether or not ApogeeX gives any notice to the Client to make those payments or the Client has actual notice of the required amount. The required amount of Margin can change continuously, including over the weekend or other non-trading days

e) It is the Client's sole responsibility to always monitor through the ApogeeX Trading Platform any notifications that ApogeeX may, but is not obliged to provide, the Margin deposited or any Minimum Margin requirement under this Agreement having regard to such matters as:

i. your open Positions;

ii. the volatility of any relevant Underlying Instrument;

iii. the volatility of the Underlying Market and the markets generally.

iv. any applicable Exchange Rate risk; and

v. the time it will take for you to remit sufficient cleared funds to ApogeeX.

f) The Client must ensure that for as long as they have an Open Position, their account is sufficiently funded to cover the required Margin. If not, the Client's Open Position may be Closed Out by ApogeeX without prior notice to the Client.

g) ApogeeX may, in its absolute discretion, provide the Client with further time to meet their Margin Requirements. Such permission will only be effective once confirmed in writing by ApogeeX and only to the extent provided in the notice.

h) If ApogeeX asks the Client to transfer money to it to meet its Margin requirement, the client must take this action immediately. If they don't, ApogeeX will consider it a Default Event under these terms. ApogeeX may also cancel any Orders or Close-Out one or more of the Client's positions or part of their positions at its sole discretion without being liable to the Client, regardless of whether the Client transfers additional money to it.

4.3. MARGIN CLOSE-OUT

a) ApogeeX Margin practice is an automated process where the ApogeeX Electronic Trading Platform displays a visual warning on your Account online at different Margin levels. If the funds in your Account only cover 100% of the margin requirements, a Margin Call alert will be triggered, and you will receive a visual warning automatically on the ApogeeX Trading Platform.

If the funds available in your account only cover 30% of the margin requirements for your open Margin FX or CFD positions, your worst-performing Margin FX or CFD positions will be automatically closed out.

4.4. CHANGING MARGIN PERCENTAGE

a) ApogeeX may vary the Margin Percentage in respect of any Position at any time by giving notice in accordance with clause 16.

b) Any variation of the Margin Percentage and/or increase in Margin or Minimum Margin requirement will be due and payable immediately on ApogeeX demand.

4.5. MARK TO MARKET PAYMENTS

a) ApogeeX calculates the Order Value as at each Valuation Time.

b) If at a Valuation Time:

i. the Order Value is greater than the Previous Order Value:

- the Short Party must pay the Long Party the excess of the Order Value over the Previous Order Value; or
- the seller must pay the buyer the excess of the Order Value over the Previous Order Value; or

ii. the Order Value is less than the Previous Order Value:

- the Long Party must pay the Short Party the excess of the Previous Order Value over the Order Value; or
- the buyer must pay the seller the excess of the Previous Order Value over the Order Value.

c) If on the Close-Out Date:

i. the Close-Out Value is greater than the Previous Order Value, the Short Party must pay the Long Party the excess of the Close-Out Value over the Previous Order Value; and

ii. the Close-Out Value is less than the Previous Order Value, the Long Party must pay the Short Party the excess of the Previous Order Value over the Close-Out Value.

d) All Mark to Market Payments:

i. ApogeeX owes to the Client are credited to your account; and

ii. you owe to us are debited from your account, on the Same Day as the relevant Valuation Time or Close-out Date.

4.6. FORCED LIQUIDATION

a) The Client is required to maintain a sufficient level of Margin. ApogeeX reserves its rights to close out all Open Positions:

i. if at any time the Deposit held by ApogeeX is approaching or is no longer sufficient to cover the negative mark to market value of any or all Open Positions that the Client has open with ApogeeX; or

ii. at any time, and from time to time, ApogeeX determines that the value of all of the Client's Open Positions represents a substantial net unrealized loss to the Client such that, in ApogeeX's belief, the continued trading, or failure to Close Out, one or more of the Client's Open Positions will or is likely to materially prejudice the Client's Account Value.

b) ApogeeX shall have the right, at our sole discretion, to determine the Mark to Market value from time to time.

c) In addition to other remedies available to ApogeeX, if the Client fails to pay any amount when due under this Agreement, or if a Default Event occurs, ApogeeX has the right to terminate (by either buying or selling) any or all of the Client's Open Positions.

5. CHARGES AND CREDITS TO THE ACCOUNT

5.1. INTEREST CHARGES ON OPEN MARGIN FX POSITIONS

a) Where an Order for a Margin FX contract is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by ApogeeX in accordance with this clause:

i. if the Client is the Long Party and the Bought Swap Rate is higher than the Sell Swap Rate, ApogeeX must pay you interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate;

ii. if the Client is the Long Party and the Bought Swap Rate is less than the Sell Swap Rate, the Client must pay ApogeeX interest on the Open Position of any Orders at the rate that is the Sell Swap Rate minus the Bought Swap Rate;

iii. if the Client is the Short Party and the Sell Swap Rate is higher than the Bought Swap Rate, ApogeeX must pay the Client interest on the Open Position of any Orders at the rate that is the Sell Swap Rate minus the Bought Swap Rate; and

iv. if the Client is the Short Party and the Sell Swap Rate is lower than the Bought Swap Rate, the Client must pay ApogeeX interest on the Open Position of any Orders at the rate that is the Bought Swap Rate minus the Sell Swap Rate.

b) ApogeeX may, on its website, designate a Margin FX contract as a swap-free Margin FX contract. ApogeeX will publish the eligibility conditions for swap-free contracts on its website. Where an eligible Order for a swap-free Margin FX contract is held overnight, the Order will not be subject to a Swap Charge or Swap Credit while those eligibility conditions are satisfied, provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If ApogeeX reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free Margin FX contract, ApogeeX reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.

c) Where an Order for a Margin FX contract is held at the Close of Business on a Wednesday, the Swap Charge or Swap Credit is adjusted to reflect interest rate changes in the Currency Pair until the following Monday.

d) Where an Order for a Margin FX contract is held overnight, the Client agrees to pay ApogeeX a transaction fee at the rate and on the calculation basis published on the Website or in the applicable account or product schedule before the relevant transaction. ApogeeX may change the rate by giving notice in accordance with this Agreement.

e) Swap Charges or Swap Credits and ApogeeX's transaction fee are calculated and applied to your account at the beginning of the next Trading Day

f) No Swap Charge, Swap Credit or transaction fee is payable where an Order for a Margin FX contract is opened and closed on the same Trading Day.

5.2. INTEREST CHARGES ON OPEN SPOT CFD POSITIONS

a) Where an Order for a Spot CFD is held overnight, the Order is subject to a Swap Charge or Swap Credit determined by ApogeeX multiplying the value of the contract at the end of the Trading Day by the Reference Interest Rate and adjusted for any dividend in relation to the underlying asset or instrument.

b) ApogeeX may, on its website, designate a spot CFD as a swap-free Spot CFD. ApogeeX will publish the eligibility conditions for swap-free contracts on its website. Where an eligible Order for a swap-free CFD contract is held overnight, the Order will not be subject to a Swap Charge or Swap Credit while those eligibility conditions are satisfied, provided that the Client does not engage in Suspicious Trading Activity with respect to the Order. If ApogeeX reasonably believes that a Client has engaged in Suspicious Trading Activity with respect to a swap-free Spot CFD, ApogeeX reserves the right to apply Swap Charges or Swap Credits retrospectively from the opening of the Order and to take any other action that is permitted under this Agreement in relation to Suspicious Trading Activity.

c) Where an Order for a Spot CFD (except for Cryptocurrency CFD) is held at the Close of Business on a Friday, the Swap Charge or Swap Credit is adjusted to reflect the cost of holding the position until the following Monday.

d) Swap Charges or Swap Credits in relation to Spot CFDs are calculated and applied to your account at the beginning of the next Trading Day.

e) No Swap Charge or Swap Credit is payable where an Order for a Spot CFD is opened and closed on the same Trading Day.

5.3. ROLLOVER CHARGES & CREDITS FOR OPEN FUTURES CFD POSITIONS

a) Where an Order for a Futures CFD is held overnight, the Order is not subject to a Swap Charge or Swap Credit.

b) Where an Order for a Futures CFD is held at the Close of Business on the Close-Out Date, the Order is automatically rolled over meaning that the contract is closed, and a new Order is created for the Futures CFD on the next Trading Day at the new contract price. ApogeeX will not automatically roll over an Open Position for a Futures CFD held at the Close of Business on the Close-Out Date unless ApogeeX has provided reasonable notice to the Client of the Close-Out Date and the position remains open after this date.

c) Where an Order for a Futures CFD is held at the Close of Business on the Close-Out Date, an adjustment will be applied to the Client's account to reflect the difference between the old contract price and the new contract price for the Futures CFD less an administration fee of 2.5 basis points payable to ApogeeX.

d) Cash adjustments will be applied to the Client's account on the first Trading Day of the new contract.

5.4. COMMISSIONS FEES AND EXPENSES

a) In addition to any other fees or charges set out in these Terms, the Client agrees to pay:

i. an amount equal to any other fee charged or levied on ApogeeX, or other expense incurred by ApogeeX, arising from any action taken pursuant to this Agreement; and

ii. all relevant taxes and expenses incurred by the Client in connection with this Agreement.

b) The Client confirms and acknowledges that ApogeeX is, without limiting its powers to recover amounts owing by the Client to ApogeeX in any other way, permitted to deduct, without further reference to the Client, charges relating to any services provided by ApogeeX including administration charges (including but not limited to fees associated with returned cheques, payment processing, debt collection and telephone transcript copies), charges relating to the use of the Online Services and any transaction fees charged to ApogeeX by others with respect to the Client's transactions including, but not limited to tracing fees.

c) ApogeeX may in its absolute discretion waive or reduce fees or transaction charges, for individual clients or for classes of clients, for any length of time, with or without conditions, without notice.

d) The Client acknowledges that should they affect an Order with ApogeeX, the Client must pay all transaction charges, fees, settlements, interest and any other amounts due under this Agreement on demand by ApogeeX in cleared funds or otherwise as required in accordance with the terms of this Agreement.

e) The Client acknowledges that ApogeeX may share transaction fees and charges with introducing brokers, affiliates or other third parties. Details of any such arrangement will be provided to the Client on request, or as required by Law.

5.5. SWAP FREE OR ISLAMIC ACCOUNT

a) Clients who hold a Swap Free Account will be charged an administrative fee instead of being credited or debited with a Swap Charge when holding a position overnight. ApogeeX reserve the right to change the administration charges from time to time. Apart from this difference, Swap-Free Accounts have the same trading conditions and terms as ApogeeX's regular Client accounts.

b) If a Client holds an existing regular account and wishes to convert that account to a Swap Free Account, the client must make a request in writing to our support team. The conversion from a regular account to a Swap Free Account can only take place if all positions on the regular accounts are closed and the account is reconciled.

c) Swap Free Accounts are to be used in good faith and, the Client may not use the Swap-Free Account to make profits from swaps or, not paying swaps. The Client may not request the payment of any Swap Credit amounts that have been lost as a result of converting Client account(s) into one or more Swap-Free Accounts for the period during which the Client's account(s) have been converted into one or more Swap Free Accounts.

d) ApogeeX reserves the right to revoke or cancel a Swap Free Account without having to provide any reason. If ApogeeX detects that a Swap Free Account is being abused by taking advantage of not paying swaps, in the form of, but not limited to; fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity with the usage of a Swap Free Account, then ApogeeX reserves the right to take immediate action in the form of;

i. with immediate effect, revoking all live trading accounts that are under suspicion of exploitation.

ii. correction and recovery of accrued swaps and related accrued interest expenses and/or costs pertaining to and all of the Client's Swap-Free Accounts for the period which the accounts were converted into Swap-Free Accounts.

iii. with immediate effect, termination of the Agreement; and/or

iv. with immediate effect, nullifying all trades carried out on client's trading accounts and cancelling any profits earned or losses incurred on such client's trading accounts.

6. GUARANTEE

a) A Client's obligations under the Agreement must be guaranteed:

i. where the Client (including a trustee) is a company, by each director of the Company; and

ii. in any other circumstance, where ApogeeX determines, in its absolute discretion, that such guarantee is required.

b) The Guarantor acknowledges that ApogeeX is acting in reliance on the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

c) The Guarantor unconditionally and irrevocably guarantees to ApogeeX compliance with their obligations in connection with the Agreement, including each obligation to pay money.

d) If the Client does not comply with those obligations on time and in accordance with the Agreement, then the Guarantor agrees to comply with those obligations on - demand from ApogeeX. A demand may be made whether ApogeeX has made demand on the Client.

e) The Guarantor indemnifies ApogeeX against any liability or loss arising from, and any costs it incurs, if:

i. the Client does not, or is unable to, comply with an obligation the Client has (including an obligation to pay money) in connection with the Agreement; or

ii. an obligation the Client would otherwise have under the Agreement (including an obligation to pay money) is found to be unenforceable; or

iii. an obligation the Guarantor would otherwise have under clause 6 is found to be unenforceable; or

iv. a representation or warranty by the Client in the Agreement is found to have been incorrect or misleading when made or taken to be made.

f) The Guarantor agrees to pay amounts due under clause 6 on demand from ApogeeX.

g) ApogeeX need not incur expense or make payment before enforcing this right of indemnity.

h) The guarantee in clause 6 is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Client's obligations in connection with the Agreement. The Guarantor waives any right it has of first requiring ApogeeX to commence proceedings or enforce any other rights against the Client or any other person before claiming from the Guarantor under this guarantee and indemnity.

i) The Guarantor acknowledges that, before entering into this guarantee and indemnity, it:

i. was given a copy of the Agreement (and all documents giving rise to your obligation in connection with the Agreement) and had full opportunity to consider their provisions; and

ii. is responsible for making itself aware of the Client's financial position and any other person who guarantees any of the Client's obligations in connection with the Agreement.

j) The Guarantor agrees to make payments under this guarantee and indemnity:

i. in full without set-off or counterclaim, and without any withholding or deduction unless prohibited by law; and

ii. in the currency in which the payment is due, and otherwise in United States dollars, in immediately available funds.

k) If the Guarantor makes a payment that is subject to any withholding or deduction, the Guarantor agrees to pay ApogeeX such additional amount to ensure that the amount received by ApogeeX equals the full amount ApogeeX would have received had no withholding or deduction been made.

l) The rights are given to ApogeeX under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission of us or any other person. For example, those rights and liabilities are not affected by any act or omission:

i. varying or replacing the Agreement; releasing the Client or giving the Client a concession (such as more time to pay);

ii. releasing any person who gives a guarantee or indemnity in connection with any of the Client's obligations.

iii. by which a person becomes a Guarantor after the date of this guarantee and indemnity.

iv. by which the obligations of any person who guarantees any of the Client's obligations (including obligations under this guarantee and indemnity) may become unenforceable.

v. by which any person who was intended to guarantee any of the obligations does not do so or does not do so effectively.

vi. by which a person who is co-surety or co-indemnifier is discharged under a Client Service Agreement or by operation of law.

vii. a person dealing in any way with the Agreement or this guarantee and indemnity.

viii. the death, mental or physical disability, or liquidation, administration or insolvency of any person including the Client or the Guarantor.

ix. changes in the membership, name or business of any person.

x. acquiescence or delay by ApogeeX or any other person.

m) If any obligation is required, or maybe required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without our consent:

i. reduce its liability under this guarantee and indemnity by claiming that the Client or any other person has a right of set-off or counterclaim against ApogeeX; or

ii. exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with the Agreement or any other amount payable under this guarantee and indemnity; or

iii. claim an amount from the Client, or another guarantor (including a person who has signed the Application Form as a "Guarantor") under a right of indemnity; or

iv. claim an amount in your liquidation, administration or insolvency or of another guarantor of any of your obligations (including a person who has signed the Application Form as a "Guarantor").

7. CORPORATE ACTIONS

a) If a Corporate Action occurs, ApogeeX will reasonably determine what adjustment, if any, should be made to an Order to account for the dilutive or concentrative effect of any such event to preserve the economic equivalent of such Orders prior to the relevant event or to reflect the effect of such event on such Orders. Any such adjustments will be effective as of a date reasonably determined by us.

b) A Share CFD does not entitle the Client to receive dividends on the underlying shares. Instead, dividend adjustments apply as follows:

i. if a Client is the Long Party for a Share CFD which goes ex-dividend, ApogeeX will credit the Client's account with a cash adjustment to reflect the impact of the dividend on the Orders. The amount of the adjustment will depend on the amount of the gross dividend on the relevant number of Share CFDs on the ex-dividend date.

ii. if a Client is the Short Party for a Share CFD which goes ex-dividend, ApogeeX will debit the declared cash dividend from the Client's account. The amount of the adjustment will depend on the amount equal to the gross dividend on the relevant number of Share CFDs on the ex-dividend date.

c) If an underlying asset to which an Open Position relates is subject to a Merger Event, ApogeeX reserves the right to close any or all affected Open Positions at any time during the Merger Event. ApogeeX will not close any Open Position that is subject to a Merger Event unless it has provided reasonable notice to the Client of a deadline for the Client to close their Open Position and the position remains open after this deadline.

d) ApogeeX reserves the right to adjust the opening price of any Financial Product that is subject to a Merger Event to reflect any cash portion of the offeror to amend the size to reflect any corresponding adjustment to the underlying asset caused by the Merger Event and/or to close the affected Open Positions and reopen a new position reflecting the new underlying asset that has been created. Any such adjustments will be effective as of a date reasonably determined by us.

e) If ApogeeX determines that no adjustment can be made under this clause 7 which would produce a commercially reasonable result, ApogeeX may close your Open Position at the Close-Out Value on a date reasonably determined by us.

8. TRADING SUSPENSION AND DISRUPTION

a) If, at any time:

i. trading in any Underlying Asset on any exchange is suspended or halted; or

ii. trading is suspended or halted on any exchange which restricts trading with any relevant index so that ApogeeX is unable to determine the price of the Underlying Asset, then ApogeeX will take the price of the Underlying Asset as being the last traded price before the trading suspension or halt.

b) If the suspension or halt continues for 5 Days, ApogeeX at its discretion may Close-Out your part or all of your Positions. When this happens, ApogeeX will decide the Close-Out date and the Close-Out value of your Contract in good faith (the Close-Out value will be the Underlying Asset price x the number of Contracts).

c) ApogeeX reserves the right at all times during any market limitations, suspension or disruption to adjust the price of any affected Underlying Asset.

9. AMENDMENT, ASSIGNMENT AND TERMINATION

9.1. AMENDMENT

a) ApogeeX may amend or modify this Agreement at any time by posting the revised agreement on the Website and/or providing a copy to you ("Revised Agreement"). If you continue to use our products and services under this Agreement after the Revised Agreement is posted on the Website or provided to you, you shall be deemed to have accepted the Revised Agreement and such Revised Agreement shall be binding on you. If you do not wish to accept the Revised Agreement, please notify us as promptly as possible. The Agreement can only be amended or modified pursuant to this clause 9.1. No employees of ApogeeX or associated parties may unilaterally or jointly amend or modify this Agreement in any other way.

b) ApogeeX may not be able to continue providing our products and services to you if you do not accept the Revised Agreement.

9.2. ASSIGNMENT

a) ApogeeX reserves the right to assign our rights without restriction, including without limitation to any ApogeeX affiliates or subsidiaries, or to any successor in interest of any business associated with our products and services. In the event that ApogeeX is acquired by or merged with a third party entity, ApogeeX reserves the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights and/or licenses granted under this Agreement. Any attempted transfer or assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

9.3. TERMINATION

a) This Agreement may be terminated immediately by the Client or ApogeeX by Notice to the other in writing. However, termination by either party shall not affect any Order or other transaction previously entered and shall not relieve either party of any outstanding obligations arising out of this Agreement, nor shall it relieve the Client of any obligations arising out of any Order entered into prior to such termination.

b) If ApogeeX is made aware of or has reason to believe any of the following:

i. that the Client has provided false or misleading information to ApogeeX; or

ii. that the Client has participated or is participating or has assisted or is assisting in money laundering or terrorist financing;

iii. that the Client is being officially investigated by law enforcement and/or regulatory agencies;

iv. that the Client has engaged in Suspicious Trading Activity;

v. that abnormal trading conditions exist;

vi. that ApogeeX is unable to make prices in the relevant Order due to the unavailability of relevant market information for reasons beyond ApogeeX's control;

vii. that the Client may be in possession of "inside information" within the meaning of the applicable law;

viii. a Default Event has occurred;

ix. an Insolvency Event has occurred in respect of the Client, then ApogeeX at its sole discretion, may terminate this Agreement immediately by Notice to the Client, and ApogeeX shall be relieved of any obligations set out in this Agreement or arising out of the transactions contemplated by this Agreement, including any obligations arising out of any Order already placed with ApogeeX.

c) Within two (2) days of termination of this Agreement, the Client will return or destroy all materials received from ApogeeX as per ApogeeX's written instructions. Each party's duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

10. SET-OFF AGAINST MONIES OWED

a) In addition to other rights available to ApogeeX, the Client authorizes ApogeeX to:

i. appropriate, transfer, credit, apply or pay monies that may be received or held by ApogeeX the Client's behalf in payment of any amounts which may be outstanding by the Client to ApogeeX or to an agent of ApogeeX in a transaction effected on the Client's behalf; and

ii. set-off against any amounts due to it by the Client, any amounts received by ApogeeX from or on behalf of the Client including but not limited to monies received as Deposits or Margin Calls. ApogeeX may determine the application of any amounts which are to be set-off at its own discretion.

b) Payments by the Client to ApogeeX in accordance with this Agreement must be made without any set-off, counterclaim or condition and without any deduction or withholding for any tax or any other reason unless the deduction or withholding is required by applicable law.

c) Should the Client be required to make any form of deduction in respect of tax from any payment to be made or if ApogeeX is required to pay any tax in respect of any payment made in relation to this Agreement at the Client's request the Client agrees to keep ApogeeX indemnified against that tax and agrees to pay to ApogeeX any additional amounts required to ensure ApogeeX receives the full net amount that is equal to the amount ApogeeX would have received had a deduction, withholding or payment of tax not been made.

d) Deposits or Margin Calls deposited by the Client will not fall due for repayment until the Client's obligations under this Agreement and under or in respect of any other account between ApogeeX and the Client are satisfied in full. Until this time, Deposits or Margin Calls will not constitute a debt due from ApogeeX to the Client nor will the Client have any right to receive payment of these funds.

e) If the Agreement is terminated, the Client and ApogeeX agree that the claims against each other are finally discharged by means of close-out netting. ApogeeX will determine the Close-Out Values for each affected Order in its sole discretion. The final amount to be paid by one of the parties will be the difference between the payment obligations of the parties.

11. NEGATIVE BALANCE PROTECTION

The trading systems of ApogeeX are designed with safeguards to protect clients from encountering negative balances when trading under normal market conditions. All clients are provided with margin monitoring functionality. This functionality monitors the level of collateral should it drop below 100% of the required margin. If it drops below 100%, the margin call mode will be triggered and maintained until the level of 30%. Should the margin level equal to, or drop below 30%, ApogeeX will initiate the closing of current open positions, starting from the most unprofitable considering trading hours of instruments traded by the client. Positions will be closed automatically at the current market price. The clients can set personal limits for risk management purposes. Should a client incur a negative balance due to a "market gap", the client should inform the ApogeeX support team. ApogeeX will evaluate the inquiry and at its discretion, may credit the client's account with the amount of the negative balance where the debit was during normal trading activity. This policy is available exclusively to ApogeeX-approved Clients. Clients are expected to always maintain the appropriate levels of margin in the trading account as the recommended method of risk management.

NOTE: The provisions of this policy shall not apply to:

a) Force Majeure Event understood as an act of God, war, terrorism, malicious damage, civil commotion, industrial acts, any exceptional market events, or acts and regulations of any governmental or supranational bodies or authorities which in the company's opinion prevent an orderly market in relation to Client's orders;

b) in abnormal market conditions or exceptional market movements/volatility;

c) where the company determines, in its sole and absolute discretion, that the negative balance is unrelated to the client's trading activity (for example, where the debit relates to any fee or charges of the company);

d) where the negative balance is connected to or a result of, either direct or indirect, breach of any provision by the client of the Client Service Agreement of the company or from the breach of the market rules, including but not limited to the laws of the client's country of origin, client's country of residence or any country.

Negative balance accounts – ApogeeX is entitled to combine the balances of any other accounts you hold with us, including any Joint Accounts to affect any set-off of amounts owing between you and ApogeeX, pursuant to our terms and conditions or otherwise, in each case in order to reduce or remove the relevant negative balance before effecting the negative balance protection provisions set out in this clause.

12. LIABILITY AND INDEMNITY

a) The Client shall indemnify and hold ApogeeX harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including, but not limited to, reasonable legal fees and any fees and expenses incurred in connection with litigation, arising out of or relating to the Client's negligence or willful misconduct, the violation of any Law by the Client, or the breach by the Client of any provision of this Agreement or if a Default Event occurs.

b) The Client also agrees to promptly pay ApogeeX for all damages, costs and expenses, including reasonable legal fees and expenses, incurred by ApogeeX in the enforcement of any of the provisions of this Agreement.

c) ApogeeX is not responsible for any delays, charges or loss incurred due to errors in the payment or as a result of a delay in funds reaching the Client's nominated account. The Client agrees to indemnify ApogeeX and be liable for any losses or charges incurred by ApogeeX arising from such error on the Client's behalf.

d) ApogeeX will not be liable under any circumstances for any direct, indirect or consequential loss (including any loss of profits) incurred by the Client as a result of any acts or omissions by a Third-Party.

e) Nothing in this Agreement is intended to limit or exclude any liability ApogeeX may owe the Client under any statutory rights the Client may have.

f) In calculating or mitigating its loss due to a Default Event, ApogeeX is entitled to:

i. crystalise, unwind, reverse, void, repair or close any Open Positions by closing any open Contracts; and/or

ii. nominate the date on which the open Order is valued; and/or

iii. nominate the methodology used to calculate the open Orders' value; and/or

iv. take any other action that ApogeeX determines to be reasonably necessary to protect its legitimate interests.

g) The Client's obligations under this clause 12 shall survive the termination of this Agreement.

13. INFORMATION AND CONFIDENTIALITY

a) The Client acknowledges and agrees that ApogeeX is permitted to carry out an electronic database search and search credit reference agencies in order to verify the Client's identity and credit standing. If such searches are carried out, ApogeeX may keep records of the contents and results of such searches in accordance with all applicable Laws.

b) ApogeeX reserves the right to collect such information as is necessary from the Client to meet its obligations under applicable Anti-Money Laundering and Counter-Terrorism Financing Laws. ApogeeX may pass on information collected from the Client and relating to transactions as required by applicable Anti - Money Laundering and Counter-Terrorism Financing Regulations and is under no obligation to inform the Client it has done so. ApogeeX may undertake all such Anti-Money Laundering and Counter - Terrorism Financing checks in relation to the Client (including restricted lists, blocked persons and countries lists) as deemed necessary or appropriate by ApogeeX.

c) Personal information collected by ApogeeX is treated as confidential and is protected in accordance with applicable data protection law. ApogeeX will only collect personal information which is necessary to perform the services contemplated by this Agreement.

d) ApogeeX will treat the Client's personal information in accordance with its privacy policy, which the Client may obtain on the Website.

e) ApogeeX will use reasonable precautions to maintain the confidentiality of information ApogeeX receives from the Client and material and/or data the Client provides, creates, inputs or develops in connection with the

Client's use of the ApogeeX services. Nonetheless, because such information, material and/or data may be provided through the internet, the Client hereby acknowledges and agrees that ApogeeX cannot assure that such information, material and/or data will continue to be confidential.

f) The Client accepts the risk of a Third-Party receiving confidential information concerning the Client and specifically releases and indemnifies ApogeeX from any claim arising out of a Third-Party intercepting, accessing, monitoring or receiving any communication from a Client intended to be provided to ApogeeX or from ApogeeX intended to be provided to the Client.

g) The Client acknowledges and agrees that ApogeeX may disclose the Client's name and other personal and financial information about the Client, and any relevant details of an Authorized User, to its employees, representatives, officers, agents, introducing brokers and affiliates, as well as to a governmental entity or self-regulatory authority, an internet service provider or any other Third-Party agent or service provider for any purpose related to offering, providing, administering or maintaining the ApogeeX services, or to comply with applicable Laws.

h) Due to the inherent risks in transferring currency between parties located in different countries, ApogeeX takes measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of Client information and business records held by ApogeeX, to ensure compliance with all applicable anti-money laundering and counter-terrorism financing laws.

i) The Client should be fully aware that in appropriate cases all communications and information concerning the Client held by ApogeeX, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities. In addition, the Client agrees to comply with all applicable anti - money laundering and counter - terrorism financing laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Client may represent in any transaction entered into with ApogeeX.

14. ELECTRONIC VERIFICATION TERMS AND CONDITIONS

a) ApogeeX is required by the anti-money laundering and counter-terrorism financing regulations to verify a Client's identity before it can provide the Client with its services. Electronic verification allows ApogeeX to verify a Client's identity by using electronic tools and external data sources.

b) In order to verify a Client's identity electronically, ApogeeX will request a Client's details (such as your name, address, date of birth) and details of their identification documents.

c) By agreeing to these terms and conditions a Client agrees that

i. ApogeeX may use and disclose personal information for the purposes of electronic verification as described above.

ii. It is an offence under anti-money laundering and counter-terrorism financing laws for a Client to provide false and misleading information about their identity.

15. DISPUTE RESOLUTION

a) Complaints may be sent to complaints@axfx.com and will be handled under our Complaint Handling Policy published on the Website. You acknowledge that our internal and external dispute resolution procedures don't prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

16. NOTICES AND COMMUNICATIONS

a) ApogeeX may, to the extent of your authorization, send a communication under the Agreements to you or your Authorized User.

b) Unless the Agreements expressly say otherwise, all notices, certificates, consents, approvals, waivers and other communications in connection with the Agreements.

i. must be sent by email or other means that we specify from time to time.

ii. must be signed or issued by the sender (if an individual) or an authorised officer of the sender; and

iii. will be taken to be received upon sending, unless the sender receives an automated message informing them that the email has not been delivered.

c) Communications take effect from the time they're received unless a later time is specified in them.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Saint Vincent and the Grenadines.

18. SEVERANCE

a) A provision of the Agreement that is void, illegal or unenforceable is ineffective only to the extent of the provision's illegality or unenforceability, but the remaining provisions are not affected.

b) Any present or future legislation which operates to vary the Client's obligations in connection with this Agreement with the result that ApogeeX's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

19. FURTHER ACTS

a) This Agreement may consist of several copies each signed by one or more parties to this Agreement. If so, the signed copies are treated as making up the one document.

b) The Client agrees to do anything ApogeeX reasonably requests (such as obtaining consents, signing and producing documents and arranging documents to be completed and signed):

i. to bind the Client and any other person intended to be bound under this Agreement;

ii. to show whether the Client is complying with this Agreement.

RISK WARNING: Trading leveraged derivatives, such as Foreign Exchange (Forex) or Contracts for Difference (CFDs), carries a high level of risk to your capital. These products may not be suitable for all investors. Leverage magnifies both potential gains and losses, meaning that prices can move rapidly against you. You may incur losses exceeding your initial investment and could be required to deposit additional funds. Before investing in any financial product, you should carefully assess your investment objectives, trading knowledge and experience, and financial capacity. You should only trade Forex and CFDs if you fully understand the inherent risks involved and are using funds you can afford to lose entirely. If in any doubt, you should seek independent professional financial advice.