Client Agreement

Neex International LTD
FSC License No: GB20025869

Terms & Conditions



Client Agreement

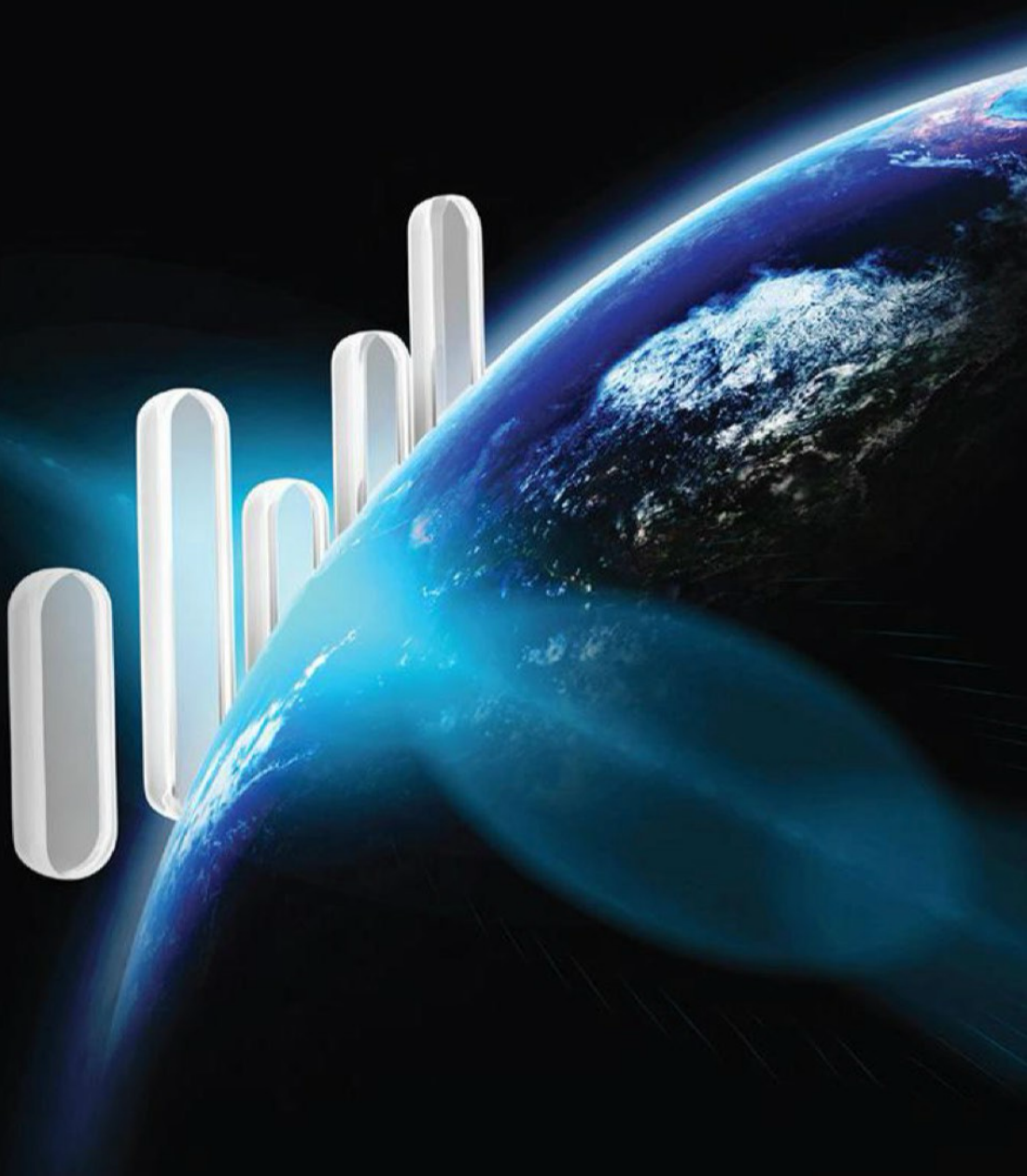
Client Acknowledgment

By selecting this checkbox and submitting this Agreement, the Client, whether acting directly or through its duly authorized representative, expressly acknowledges and agrees that such action shall constitute a valid, enforceable, and legally binding signature. This electronic acceptance shall have the same legal effect as a handwritten signature, in accordance with the applicable laws and regulations of the **Republic of Mauritius**, including those governing electronic transactions and electronic signatures.

The Client acknowledges and agrees that acceptance of the terms and conditions of this Agreement through electronic means, including but not limited to online acceptance, digital signature, electronic confirmation, or any other electronic authentication method approved by the Company, shall constitute valid execution of this Agreement.

For the purposes of this Agreement, the Client shall be deemed to have validly accepted and agreed to be bound by this Agreement upon confirming acceptance of the onboarding and introduction process, together with the related terms and conditions, through the Company's electronic onboarding system. Each Party agrees that electronically stored records of this Agreement shall be admissible as evidence and shall be deemed valid and enforceable to the fullest extent permitted by applicable law.

By accepting these terms, I confirm that I have read, understood, and agreed to be bound by the foregoing provisions in their entirety.



Neex International LTD

Version 2.1

Client Agreement - Neex International Limited

Neex International Limited is a company incorporated in the Republic of Mauritius, registration No: C178053 and licensed by the Financial Services Commission (FSC), License no. GB20025869 and registered address at Premier Business Centre, Port-Louis, Republic of Mauritius.

Terms and Conditions

These Terms and Conditions are part of the agreement between Neex International Limited (referred to herein as "Neex" or "The Firm" or "we" or "our"), and you the Client (each referred to herein as a "Client" or "you"). Neex International Limited is licensed in Mauritius as Investment Dealer (Full Service Dealer excluding Underwriting) and is allowed to carry out the activities of acting as an intermediary in the execution of securities transactions for clients, trading in securities as principal with the intention of reselling these securities to the public, giving investment advice which is ancillary to the normal course of business activities, and managing portfolios of clients.

You must read this Agreement carefully; the Terms and Conditions govern our dealings. It is important that Client knows the applicable jurisdiction for the account and/or services the Client is signing for, which is the Republic of Mauritius. By signing this agreement, the Client agrees to have fully read and to have fully understood the contents of this Agreement including any updates and the contents of the company's website www.neexinternational.com and of the risks pertaining to the account and the transactions as well as the governing local laws. The client further declares to be an experienced and well-informed trader who is aware of the risks and implications of entering into this agreement and registering into this account and the risks associated with the results of each action taken and all the transactions.

Neex International Limited provides execution-only services under these terms and conditions. Forex and CFDs are complex instruments; they come with a high risk of losing money rapidly due to leverage. You should consider whether you understand how forex and CFDs work and whether you can afford to incur losses and have appropriate risks associated with our transactions is set out in the Risk Warning Disclosure available on the website. You should ensure you fully understand such risks before opening or closing a position with us.

High Risk Trading Warning: Engaging in Foreign Exchange (Forex) trading and Contracts for Differences (CFDs) involves significant speculation and a high degree of risk. Such activities may not be suitable for every trader. You could potentially lose some or all of your invested capital; thus, it is crucial not to trade with money you cannot afford to lose. Please ensure you understand all the risks associated with margin trading. Trading in financial markets involves significant risks, including the potential loss of all or part of the invested capital. Certain products, including but not limited to equities, derivatives, foreign exchange, and structured instruments, may carry a high level of risk and may not be suitable for all investors. Trading may be subject to fees, commissions, charges, and tax implications as applicable under relevant laws and regulations. Prior to engaging in any investment activity, clients should carefully assess their financial situation, trading objectives, and risk tolerance, and ensure that they fully understand the risks involved. Independent professional advice from a licensed financial advisor should be obtained where appropriate. As the client, you undertake and warrant Neex International Limited that any information provided to the Firm and that you will provide in the future, is all accurate and that you will immediately inform the firm in writing of any material change to that information. You warrant that copies of documents you have provided and are providing to Neex International Limited via e-mail, mail, and/ or uploaded through our online system are valid and true copies of originals.

Availability of Terms: The contract terms, subject to amendments, are accessible on the website www.neexinternational.com
Suitability and Risks: Trading our Products requires the capacity to endure a 100% loss and a high-risk tolerance. Understand the fluctuating nature of underlying financial instruments and seek independent advice if necessary.
Leverage and Risk: Our leveraged Products entail higher risk compared to direct investments. Not all clients may find them suitable. Detailed risks are outlined in our Risk Warning Disclosure.
No Ownership Interest: Trading our Products does not grant ownership rights to the underlying financial instruments. Positions are notional and non-transferable.
Execution-only Service: We offer execution-only service, without advice or management. You are solely responsible for your decisions or may seek guidance from independent advisors.
Personal Responsibility: You act as principal, not as an agent for others. Any activity conducted on behalf of another party is not recognized, and we reserve the right to terminate the agreement.
Complaints Handling: We have internal procedures for addressing complaints promptly and fairly. Contact us in writing to raise a complaint via email , and we aim to resolve it within forty days.
Market Abuse: Trading with us is subject to market abuse regulations and the Firm's Terms and Conditions. Engaging in improper trading may lead to cancellation of positions, account closure, termination of terms, or other appropriate actions.

Trading Abuses and Prohibited Trading Practices and Bonus Abuse: To ensure fair trading practices, market integrity, and effective risk management, the Client acknowledges and agrees that the trading practices described herein are strictly prohibited. Any breach of these provisions may, at Firm's sole and absolute discretion, result in the adjustment or removal of profits, reversal or cancellation of trades, suspension of trading privileges, and/or termination of the Client's account, without prior notice.

THE SERVICES WE PROVIDE: The Firm's agreement with the Client consists of several documents that can be accessed through the Firm's website, Trading Platform, or upon request. The Firm may amend and update this Agreement by notifying the Client. Both the firm and the Client enter into contracts as principal. You shall be responsible for performing your obligations under every transaction with us, whether you are dealing as a principal through an agent, or as an agent for other people, you shall indemnify us in respect of all liabilities, losses, or costs of any kind or nature that may be incurred as a direct or indirect result of any failure by you to perform any such obligation.
All other terms and conditions that you may try to introduce under any order, confirmation of the order, or similar transactions are excluded and are still subject to these terms only. Services provided may be from third parties, including our affiliates who may act as agents for us. You further agree that your data will be shared with the affiliates to facilitate the processing of your registration and to proceed with your transactions.
The services may involve margin trading where the Client is required to deposit cash to secure the performance of the Client's obligations under the contract. You acknowledge, recognize, and understand that all transactions are subject to and following the relevant Market Rules prevalent from time to time. You acknowledge that Market Rules may contain wide powers in an emergency or otherwise undesirable situation. We may amend, suspend and/or terminate any or all of the services at any time for any valid reason. Where reasonably practicable, we will give advance notice of this, but this may not always be possible and/or practical for business reasons.

EXECUTION: The firm does not make or give investment advice, trading or market recommendations, trading advice or instructions to you. Dealings with the Client will be carried out by the Firm on an execution-only basis which is based on the licensed activity in the particular jurisdiction. The client agrees to check on the company website for the latest updates on jurisdictions and licenses and the authorized activities per jurisdiction applicable to the client's account and transactions. By signing the Agreement, it should not be taken as the Firm's recommendation or advice but your own decision to proceed with the account, to trade, and to transact as an experienced Client/ Trader.

Credit: Details of any credit arrangement that may be available to you shall be set out in and shall be subject to such terms and conditions and limits as may be agreed in separate correspondence. Your credit limit should be no more than the total amount you are prepared to and can afford to lose. If any Contracts exceed the credit or any other limit placed upon your dealings, we may bring to an end all or any of the contracts pursuant to Term 4 to bring your liability back within the credit limit. We may at our absolute discretion extend additional credit to you if you fail to meet a margin call, but the availability and suitability of such credit will depend upon the outcome of our reassessment of your financial circumstances.

Margining Arrangements: The client shall pay to the firm on demand:

I. Fund as initial margin or variation margin required by the firm.

II. II. Such sums of money as may from time to time be due to the firm under a contract and such sums as may be required in or towards the clearance of any debit.

III. III. Such sums of money as the firm may from time to time require as security for the Client's obligations to the firm. You may be required to make margin payments sufficient to meet the amount which, when a movement adverse to your contract has taken place, you would lose on the contract if it were brought to an end based on our current quotation for the contract concerned. Our determination of the current market value and the amount of additional and/or variation margin shall be conclusive and shall not be challenged by you.

IV. The call for margin or extra margin will be made by any available means (telephone, fax, or e-mail) per your registered contact details. If made by e-mail, it will be to your designated e-mail address and it will not in that case be confirmed by telephone or letter, save in exceptional circumstances and then only in our absolute discretion.

V. Please note that we do not accept payments made in respect of funding your account by a third party. Funds will not be transferred from your account to any third-party account.

VI. The firm may close all open positions without prior notice. If you fail to provide the amount required in relation to margin, deposit, or in respect of any transaction.

VII. The firm may adjust all leverage of Margin Trade without prior notice. If you meet a special/extreme marketing situation.

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Charges and Commissions: The commission is agreed prior to signing the Agreement, which will be shown on the statement. Commission rates shall be those prevailing at the time. Commissions and charges may be changed from time to time without prior notice to you. We may have soft commission agreements in place. It is our policy to affect these where they are commercially efficient in accordance with market practice. It is your responsibility to make yourself aware of the latest commissions, charges, and other costs that we will apply as a result of your Transaction/s.

Rollover/Swap: No interest will be credited in respect of any monies held on the client's account or for margin payments. A fee will be charged or credited to your account depending on the nature of your open positions, the related agreement, and the rates or fees prevailing in that agreement. When you open a position, we will calculate the amount of interest that would be earned on the money necessary to take out the relevant position in the underlying investment, at a rate notified to you in writing. While your Contract position remains open, the amount of fees/ swap will be calculated and will accrue on a daily basis.
In cases of a swap-free account, in case of an event of default, we may close all your Open Positions in your Trading Account and deduct or add a penalty (to the swap and/or any profit amount) for all Transactions made in the account(s) and decline your requests for exemption from any swaps. You will trade only with the applicable Instruments on the Website and per the relevant jurisdiction's applicable instruments and, any swap-free charge available on the Website or per Terms & Conditions will apply. We reserve the right to change the swap-free charge, amend the applicable Instruments and/or discontinue the swap-free account without issuing any notice to you.

Position Limit: The firm reserves the right to limit the number of positions that may be opened or maintained by you in your account, to decline any additional orders after the limit has been exceeded, and to liquidate all or part of the surpassed positions thereafter.

Exclusion of liability: No claim shall be made against the firm or any of the Firm's associated companies or any of the Firm's employees to recover any loss or damage which you may suffer or may incur due to the Firm carrying out its obligations under this agreement provided that such loss or damage does not arise from the negligence or wilful default of the firm, its associates or employees.

Authorization and other communications: Except where you expressly instruct us otherwise, we shall be entitled to rely on and act in accordance with any instructions, requests, and notices (whether or not in the writ and howsoever communicated) given or purported to be given by any individual or person who purports to be or is reasonably believed by us to be an agent, attorney or otherwise authorized by you. We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or acting on the instruction would, in our opinion infringe any law, rule, regulation, or condition of this agreement or, in the case of instructions received from an agent if we reasonably believe that such agent may be acting in excess of his authority.
Additional dealing procedures may be provided by us to you from time to time, none of which form part of this agreement. If at any time you are unable for whatever reason, to communicate with us, we shall not be responsible for any loss, damage, or cost caused to you by any act, error, delay, or omission resulting therefrom where such loss, damage or cost is a result of your inability to enter into a transaction, and except where your inability to instruct us or communicate with us results from our fraud, wilful default or gross negligence, be responsible for any loss, damage or cost caused to you by any act error or omission or delay resulting therefrom including without limitation, where such loss, damage or cost is a result of your inability to close a transaction.
You acknowledge and agree that any instruction and communication transmitted by you or on your behalf via your registered contact details is made at your risk and you authorize us to rely and act on, and treat as fully authorized and binding upon you, any instruction (whether or not in written) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You agree that we may record all your telephone conversations with us. This includes the use of recordings or transcripts from such recordings for any purpose, including, but not limited to, their use as evidence by either party in any dispute between you and the Firm.

Stop and Limit Orders: The firm may, in our absolute discretion, accept an instruction (a "stop order" or "limit order") from you to open or close any orders. When our quote in respect of the relevant investment, or (as the case may be) an underlying market quotation relating thereto, reaches or goes beyond a level specified by you. You may specify that such an instruction is to apply for a limited duration or for an indefinite period (a "Good Till Cancelled" or "GTC" order). If we accept a Stop or Limit Order then, when the level of our current quote or (as the case may be) the relevant market quotation relating thereto reaches or goes beyond the level of your Stop or Limit Order, provided that the conditions in this paragraph are satisfied, your instruction will be executed automatically at the level of your Stop or Limit Order. You acknowledge that where the underlying market is moving rapidly, our quote may have gone beyond the level of your Stop or Limit Order by the time your order is executed.
Limit Order by the time your order is executed. You may, with our prior consent (and such consent will not be unreasonably withheld) cancel or amend the level of Stop or Limit Order at any time before our quote or the relevant market quotation

reaches or goes beyond the relevant level. However, once the level has been reached you may not cancel or amend the level of order. If you enter into any Contract and place a Stop or Limit Order which, when executed, would be capable of closing or partly closing such Contract and you subsequently instruct us to close that Contract or any part of it prior to the level of the Stop or Limit Order being reached, it is your responsibility to cancel the Stop or Limit Order if you do not want the order to remain valid. If you close your original Contract and fail to cancel the Stop or Limit Order we shall be entitled in our absolute discretion to treat the Stop or Limit Order as an instruction to enter into a new Contract for you once our quote or (as the case may be) the relevant market quotation reaches or goes beyond the level of the Stop or Limit Order.

The conditions referred to in this paragraph are as follows:

- When you instruct us to close part but not all of an order, the part of the Contract trade that you instruct us to close and the part that would remain open if we carried out your instruction must not be smaller than the minimum size restrictions per trade, or according to notification from the Firm and/ or as updated by the Firm from time to time;

- In the event of Force Majeure events/ situations, the Firm will make commercially reasonable efforts to resume operations and may notify the Client by phone or in writing of the occurrence of such an event. However, the Firm shall not be held liable for any loss, expense, cost, or liability (including consequential loss) suffered or incurred by the Client as a result of circumstances beyond our reasonable control;

- When you instruct us to open a trade, you must not have committed a material default;

- The telephone or internet conversation in which you instruct us to open or close the trade must not be terminated or changed as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us; any confirmation on execution of the transaction

- You should have sufficient margins or credits when sending orders or opening a trade. The transaction must not result in your exceeding any credit or other limit placed upon your dealing;

- The firm deals with your transaction on a real-time processing of orders/trades. Our dealing team will only accept orders during market or trading hours. The instruction must be given to us during trading hours for the investment in respect of which you instruct us to open or close the Contract.

Section 1: Opening Account

1.1 Acceptance of Client

1.1.1 Upon submission of an application to utilize our services ("Services"), you undergo a client onboarding process. We retain the sole discretion to accept or decline your application without providing justification.

1.2 Relationship Agreement

1.2.1 Your relationship with us is governed by the following: these Terms, Policies, and the application form submitted for our Services.

1.2.2 The amalgamation of these Terms, your application form, and the Policies constitutes our client agreement ("Client Agreement"). These documents supersede any prior agreements concerning our Services. It is imperative that you review and comprehend the terms outlined in the Client Agreement. The most current version of these Terms will be accessible on our website.

1.2.3 These Terms become effective upon your agreement or upon the opening of your Account, whichever occurs later. The Terms remain in force until terminated in accordance with Section 8 (Event of default and termination).

1.3 Client Classification

1.3.1 We are obligated to classify you as an Ordinary Investor, Professional Investor, or Counterparty. We may request specific information during this classification process, and upon completion, we will inform you of your classification. You are required to provide annual declarations confirming that your classification data remains unchanged. Any changes to such data must be promptly communicated to us.

1.3.2 Eligibility determines whether you are categorized as a Professional Investor or Counterparty. You may only fall into one category. If you are ineligible for Professional Investor or Counterparty classification, you will be classified as an Ordinary Investor. Exceptions may be made to reclassify you as an Ordinary Investor upon request, if previously

classified as a Professional Client or Counterparty.

1.3.3 If classified as a Professional Investor, you must promptly notify us if you no longer meet the conditions to be a Professional Investor as outlined under the Laws of Mauritius.

1.3.4 Understand that if categorized as a Professional Investor or Counterparty, certain protections applicable to Ordinary Investors may not be provided pursuant to Applicable Regulations.

1.4 KYC and CDD Checks
1.4.1 Before opening your Account and periodically thereafter, we conduct or update Know Your Customer (KYC) and Customer Due Diligence (CDD) checks in accordance with Applicable Regulations and our internal Policies.
1.4.2 You agree to promptly provide all requested information.
1.4.3 You acknowledge and agree that we may utilize various organizations, including but not limited to LexisNexis and Refinitiv, to verify the information provided by you.

1.5 Non-Responsibility for Introducing Party Actions
1.5.1 If you are introduced to us by a third party ("Introducing Party"), you acknowledge and agree to the following:
1.5.1.1 Our responsibility is limited to our execution-only Services.
1.5.1.2 We bear no responsibility or obligation, and provide no warranty, representation, or endorsement regarding the actions or statements of an Introducing Party.
1.5.1.3 We are not obliged to verify the legal or regulatory status of an Introducing Party.
1.5.1.4 You understand that we may compensate Introducing Parties for their involvement in your trading activities, which may include commissions, mark-ups, mark-downs, or other agreed forms of remuneration.

1.5.2 Unless stated otherwise in writing:
(i) An Introducing Party operates independently.
(ii) An Introducing Party is not our agent, representative, or Affiliate.
(iii) An Introducing Party is not authorized to make representations or statements on behalf of us or our Affiliates regarding our Services.

1.6 Operating your Account through an Authorised Third Party
1.6.1 In order to appoint an Authorised Third Party, an appointment letter and limited power of attorney, in the form acceptable to us and in accordance with the laws of Mauritius. will be signed by you, addressed to the Authorised Third Party and us. Such an appointment letter and limited power of attorney will form part of these Terms.

1.6.2 Where you decide to appoint an Authorised Third Party to manage or operate your Account, you do so at your own risk.

1.6.3 You will remain liable for an act or omission by an Authorised Third Party. We will rely on Orders or other instructions given to us by the Authorised Third Party, and we will accept and act on such Orders or other instructions in good faith and without further enquiry or further monitoring of the Authorised Third Party's compliance with instructions relating to the application of trading or investment strategies.

1.7 Account Security
1.7.1 It is your responsibility to keep your Security Information confidential.
1.7.2 Other than when you securely access your Account, we, including our employees, associates, directors, agents and Affiliates, will never ask you for your Security Information.
1.7.3 We will never ask you for your username or password and you should not share such Security Information with another person. You agree that you will not disclose your Security Information to another person.

Section 2: Our Activities and Services

2.1 Our Business Model
2.1.1 Execution-Only Basis: Our dealings are strictly on an execution-only basis, devoid of advisory or management services. We do not provide advice on Position merits, fund deposit or withdrawal timing or amount, or tax implications.
2.1.2 Straight Through Processing Broker: We operate as a straight-through processing (STP) broker, providing price quotations electronically sourced from Liquidity Providers. Subject to Clause 2.1.3, such quotations shall constitute firm and executable prices.
2.1.3 Quotes Not Binding Offers: Any quote provided is indicative and does not constitute an offer to open or close a Position. A Position is only opened at the quoted price upon acceptance of an Order.

2.1.4 Non-Reliance: We are prohibited from providing:
(a) Advice on Position merits;
(b) Recommendations on open Positions; or
(c) Investment, legal, regulatory, accounting, tax, or other advice regarding a Position.
2.1.5 You should not construe any opinion, research, or analysis by us or our Affiliates as Position advice or recommendation.
2.1.6 Information Disclaimer: During our Service provision, we may, at our discretion, provide:
(a) Information regarding Positions, including procedures, risks, and risk mitigation methods;
(b) Market views, trading ideas, or other information about our Products and Services.
2.1.6.1 We make no representations on Position merits, risks, or appropriateness. Information provided is not a recommendation or comprehensive assessment. You should not view any information or statement, including about our Products and Services, as investment advice.
2.1.6.2 However, if an employee makes a statement regarding a Position, Product, or market, you acknowledge that it is not investment advice or a recommendation.
2.1.7 Independent Appraisal: By placing Orders or opening/closing Positions, you affirm that you've independently assessed associated risks, possessing adequate knowledge, market sophistication, experience, or have sought professional advice.
2.1.8 No Fiduciary Duty: Unless expressly agreed in writing, no fiduciary or equitable duties arise from our Service provision. These Terms do not establish a fiduciary, trustee, agency, joint venture, or partnership relationship.
2.2 Trading Services: We offer brokerage trading in over-the-counter derivatives and spot market currencies.
2.3 Products: Our website will list our Products, but offering to you is subject to our Policies and discretion.
2.4 Communications on Products and Services: We may contact you to discuss our Services and Products without invitation. This may include general trading recommendations, market commentary, or other information via various means. Our contact does not imply suitability or personal recommendation.

Section 3: Placing An Order

3.1 Overview
3.1.1 Position Initiation: You may commence or conclude a Position with us (either as a "buy" or a "sell") by placing an Order at the quoted price.
3.1.2 Quote Basis: A quote is based on either:
(a) The bid and offer price of the relevant instrument on the Underlying Market; or
(b) The bid and offer price quoted on the Platform. Our provided quote is valid only at the time of provision and is subject to change due to market conditions and our quoted price fluctuations.
3.2 Placing an Order

3.2.1 Electronic Order Placement: You may electronically place an Order through the Platform, unless notified otherwise.
3.2.2 Order Execution: We act upon received Orders only, disclaiming liability for loss or damage due to delayed or non-receipt of an Order.

3.3 Right not to Accept an Order

3.3.1 We reserve the right to decline an Order without obligation to provide a reason.
3.3.2 Prompt notification of declined Orders will be provided, subject to Applicable
3.3.3 Regulations, but we bear no liability for expenses, losses, or damages resulting from failure to notify.

3.4 Amending an Order
An Order may only be withdrawn or amended with our consent once issued.
3.5 Cancellation of an Order
An Order may be cancelled only if not acted upon by us.
3.6 Order Handling
3.6.1 Order Execution Policy:
(a) We execute Orders per our Order Execution Policy, accessible on our Website and deemed integral to these Terms upon your acceptance.
(b) We endeavor to execute Orders promptly, but cannot guarantee execution or adherence to your instructions.
(c) Orders are executed during relevant Market hours, with Orders outside such hours processed upon the Market's next opening. This may result in less favourable prices, with which you agree we bear no liability.
3.6.2 Order Aggregation: We reserve the right to aggregate your Order with others, possibly affecting the executed price. You acknowledge and absolve us of liability for such outcomes.

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3.7 Authority

3.7.1 Order Authorization:

(a) You authorize Order issuance through authorized channels like the Platform, live chat, or specified communication mediums.

(b) You agree to hold us harmless for losses resulting from acting upon your instructions, Orders, or information.

3.7.2 Risk and Indemnity:

3.7.2.1 You bear all risks associated with Orders on the Platform, indemnifying us against losses arising from unauthorized or fraudulent Orders.

3.7.2.2 You indemnify us against liabilities arising from our acting upon, delaying, or refusing to act upon Orders, instructions, or information.

3.8 Control of an Order

We reserve the right to set and modify limits or parameters controlling Order placement, subject to Applicable Regulations and Policies.

3.9 Position Limits

Market or Underlying Market limits may apply to your Positions, and we may enforce such limits by closing Positions as necessary.

3.10 Trading Relationship

Our trading relationship with you is governed by Market terms, Applicable Regulations, and agreed terms.

3.11 Market Action

The firm may take actions deemed necessary in response to Market actions affecting Positions, and such actions are binding upon you.

3.12 Governmental Action

We may act in response to governmental actions affecting our relationship with you or Positions, subject to our discretion.

3.13 Confirmations and Account Statements

Subject to Position terms, daily confirmations detailing opened or closed Positions will be provided, along with electronic Account Statements. Your prompt review of these documents is essential.

3.14 Market Abuse and Conduct

The firm reserves the right to take action against Market Abuse, including voiding Positions, suspending or terminating Accounts, and other appropriate measures.

3.15 Anti-Money Laundering

You agree to promptly present compliance with required information pertaining to AML regulations and undertake not to engage in unlawful activities. We may cease operations without explanation if required by anti-money laundering legislation.

3.16 Inactive Accounts

We define dormant or inactive Accounts based on specified criteria and may notify you accordingly. Reactivation or closure steps are required within a given timeframe, or we may deactivate your Account.

Section 4: Equity, Margin, and Free Margin

4.1 Basics

4.1.1 Account Balance: Your Account balance consists of realized profit or loss, with profit or loss realized upon closing an open Position. Equity refers to the total of your Balance and unrealized profit or loss on open Positions.

4.1.2 Margin Definition: Margin represents the portion of your Equity utilized to open Positions and is not deducted from Equity calculations.

4.1.3 Margin Usage: Margin cannot be used to open new Positions or withdrawn from your Account.

4.1.4 Free Margin: The portion of Equity not utilized as Margin is termed Free Margin, available for new Positions or withdrawals.

4.1.5 Margin Requirements: You commit to maintaining Margin requirements for your Positions at all times, with us determining requirements based on factors including regulations, Equity, Balance, trading history, and market volatility. Our determination of Margin requirements is final.

4.2 Margin Calls and Auto Stop-Out

4.2.1 Margin Call: If Equity falls below your Margin, a Margin Call occurs.

4.2.2 Auto Stop-Out: If Equity reaches or falls below a specified percentage of Margin, an automated stop-out triggers closure of some or all open Positions to restore Equity above the required level.

4.2.3 Response to Margin Call: To restore Equity above Margin, you may close open Positions, deposit funds, or a combination of both.

4.2.4 Notification and Responsibility: We will promptly notify you of Margin Calls unless you opt out, but monitoring and maintaining sufficient Equity are your responsibility. You should ensure adequate Free Margin or reduce open Positions to meet Margin requirements.

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4.3 Leverage
4.3.1 Definition: Leverage enables opening Positions with a value exceeding Margin, with us financing the balance.
4.3.2 Ratio and Usage: Leverage is expressed as a ratio, indicating the amount of Position relative to Margin. Higher leverage ratios require less Margin to open Positions.
4.3.3 Margin Calculation: Margin is calculated as a percentage of the Position's notional value, determined by us and subject to change based on market conditions.
4.3.4 Leverage Changes: We reserve the right to adjust Product or Account leverage at our discretion, providing reasonable notice where feasible. Changes may occur due to market conditions, default events, risk assessments, or increased volatility.

Section 5: Charges And Payments

5.1 Payments
5.1.1 Unless explicitly stated otherwise, all payments and obligations owed to us under these Terms are due immediately and must be remitted in the currency specified by us at the relevant time.
5.1.2 Payments and obligations shall be made by you without any deduction or withholding and shall exclude VAT.
5.1.3 We retain the right to offset any payments or obligations owed to us under these Terms against funds held in your Account.
5.2 Calculations
5.2.1 Unless otherwise specified, for calculation purposes herein, we reserve the right to convert amounts denominated in one currency into another currency as designated by us at the prevailing exchange rate selected by us at the time of calculation.

Section 6: Client's Money

6.1 Client Money Requirements
6.1.1 You acknowledge that any funds belonging to you, held by us in each Account (referred to as "Client Money"), will be maintained in our designated client money account. Client Money shall be segregated from our own assets.
6.1.2 You consent to the placement of your funds in our designated Client Money account in a currency different from the currency used to establish your Account. Such Client Money shall be of at least equivalent value and compliant with Applicable Regulations.
6.1.3 No interest shall accrue on Client's Money.
6.1.4 While we retain responsibility for handling Client Money, certain operational functions concerning payment processing may be outsourced.
6.1.5 Deposits and withdrawals shall be governed by the relevant Policy and Applicable Regulations.

Section 7: Representations, Warranties, and Covenants

7.1 Representations, Warranties, and Covenants

a. You hereby represent, warrant, and covenant to us, effective as of the date these Terms become effective, and on each subsequent date of Order placement, as well as on the date of each Position's opening or closure, that: You possess full legal capacity to enter into these Terms and are not subject to any law or regulation preventing your adherence to or performance of an obligation under these Terms.

b. Your entry into these Terms serves valid commercial purposes.

c. You possess all necessary authority, power, consent, license, and authorization, and have taken all requisite action, to lawfully enter into, execute, and fulfill your obligations under these Terms are duly authorized to enter into these Terms and effect each Position.

d. These Terms and the terms of each Position are binding upon you, enforceable against you, and not contrary to any applicable law, regulation, order, judgment, contractual restriction, or charge affecting you or your assets.

e. In requesting us to open or close out a Position, you have independently appraised and investigated the risks associated with such action and Position, or have sought independent professional advice, and possess sufficient knowledge and experience to do so, assuming the risks involved.

f. You act as the principal and sole beneficial owner in entering into these Terms and each Position, and we do not serve as a fiduciary or adviser to you regarding that Position.

g. You will furnish us with accurate and non-misleading information concerning your financial position, domicile, or any other information requested.

h. You will promptly notify us of any changes to such information.

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i. You are willing and financially capable of bearing a total loss of funds, and the trading of such Product aligns with your investment objectives.

j. You are the sole beneficial owner of the Equity transferred under these Terms.

k. You are in compliance with all Applicable Regulations, including tax laws, exchange control requirements, and registration requirements, and will take all reasonable steps to comply with such regulations concerning these Terms and each Position.

l. If you are a company, you are lawfully incorporated and validly existing under the laws of your jurisdiction of incorporation.

m. If you are a company, you possess the authority to own assets and conduct business as currently undertaken.

n. You will consistently obtain and adhere to all necessary governmental or other authority approvals and authorizations referred to in this Section 7, and will make reasonable efforts to obtain any future authorizations that may be necessary.

o. You will promptly inform us of any actual or likely event of default concerning yourself in connection with these Terms. You will furnish us with any information and/or documents reasonably required to evidence the matters referenced in this Section 7 or to comply with Applicable Regulations.

Section 8: Termination

8.1 Termination

8.1.1 Either party may, unless otherwise required by Applicable Regulations, terminate these Terms (and the relationship between us) without cause and without judicial order, upon giving ten Business Days' prior written notice.
8.1.2 The following circumstances shall constitute an event of default, entitling us to terminate these Terms without the need for a court order, upon giving five Business Days' prior notice, provided that the breach remains unremedied.**8.1.3** Breach of Terms: Failure to comply with or perform obligations under these Terms, including but not limited to the obligation to make payment of Margin or dues.
8.1.4 Repudiation of Terms: Disavowal, repudiation, or challenge to the validity of these Terms, either in whole or in part.
8.1.5 Non-compliance: Failure to adhere to or comply with representations, warranties, or covenants made under these Terms.
8.1.6 Default under Another Agreement: Default under an agreement with us or our Affiliates, or challenge to the validity of such agreement.
8.1.7 Cross-Default: Default or similar condition under one or more agreements related to borrowed money, resulting in such indebtedness becoming due and payable.
8.1.8 Manifest Error: Determination by us of an error or lack of clarity in pricing and/or information sources.
8.1.9 Force Majeure: Occurrence of a Force Majeure event as defined in clause 9.4, which may lead to termination.

8.1.10 Insufficient KYC or CDD: Inability or unwillingness to complete Know Your Customer (KYC) or Customer Due Diligence (CDD) requirements to our satisfaction or as mandated by Applicable Regulations.

8.1.11 Merger: Consolidation, amalgamation, merger, or transfer of assets to another entity.

8.1.12 Notwithstanding the above, if the event of default persists or materially affects these Terms, termination shall be immediate, without notice or court order.

8.2 The following circumstances shall automatically terminate these Terms immediately, without notice or court order:
(a) Insolvency, Bankruptcy, or Death: Insolvency, dissolution, bankruptcy, or death.
(b) Improper Trading Activity or Violation of Regulations: Engagement in improper, unlawful, or unfair trading activity, or violation of Applicable Regulations.
(c) Material Adverse Effect: Occurrence of an action or event with a material adverse effect on your ability to perform obligations under these Terms.
(d) Illegality: Determination that compliance with these Terms becomes unlawful under Applicable Regulations.
(e) Market Disruption: Reasonable belief that circumstances exist or will exist, leading to suspension or impairment of access to underlying liquidity.
(f) Delisting: Cease of listing, trading, or quoting of the Product on the Underlying Market.
(g) Change in Applicable Regulations: Changes making compliance commercially unfeasible or resulting in non-compliance.
(i) Straight Through Processing Disruption: Inability to establish transactions to facilitate instruction execution.
(j) Tax Event: Event resulting in additional tax payments or deductions on payments under these Terms.

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8.3 Liquidation Date

8.3.1 Upon termination according to clause 8.1.1, an event of default under 8.1.2, or a termination event under:
8.3.2 The firm shall specify a liquidation date for the termination and liquidation of open Positions.

8.3.3 The liquidation date shall be determined by us, even in cases of insolvency.

8.4 Payment

8.4.1 Until a liquidation date is set or passes, withdrawal requests may not be honored if an event of default persists.
8.4.1 Neex reserves the right to set-off any amounts owing to us.

8.5 Additional Rights

8.5.1 Rights under this section are in addition to other rights we may have.

8.6 Application of Netting

8.6.1 This Event of Default and Termination applies to all Positions entered into after these Terms take effect.

8.7 Rights Following Event of Default

8.7.1 Upon an event of default, we may close out Positions or take other actions without notice and terminate these Terms.

8.8 Consequences of Termination

8.8.1 Upon termination, all amounts owed become due, including fees, expenses, and losses incurred.

8.9 Death

8.9.1 Upon notification of your death, we shall close all open Positions and transfer Equity according to our payment terms.

8.10 Survival

8.10.1 Sections 9 and 10 shall survive termination.

8.11 Existing Rights

8.11.1 Termination shall not affect rights regarding initiated services or existing commitments.

Section 9: Exclusions, Limitations, And Indemnity

9.1 General Exclusion

9.1.1 Subject to Applicable Regulations, neither we nor our directors, officers, employees, agents, representatives, or Affiliates (including their directors, officers, employees, agents, or representatives) shall be liable for any loss, damage, cost, or expense suffered or incurred by you, directly or indirectly related to these terms or the closure of your open Positions on a liquidation date or any date determined by us, whether due to gross negligence, breach of contract, misrepresentation, or otherwise, except in cases of fraud.
9.1.2 Our liability shall not include special damages, loss of profit, goodwill, or business opportunity, arising under or in connection with these Terms, regardless of negligence, breach of contract, misrepresentation, or otherwise, including errors in instructions given by you or on your behalf.
9.1.3 Our liability for death or personal injury resulting from negligence shall not be limited by these Terms.
9.1.4 This general exclusion shall remain effective even after termination of these Terms.

9.2 Tax Implications

The firm does not accept liability for any adverse tax implications resulting from a Position.

9.3 Changes in the Market

We do not accept liability for any delay or change in market conditions before executing instructions related to a Position.

9.4 Force Majeure

9.4.1 The firm may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a “Force Majeure Event”).
9.4.2 A Force Majeure Event shall include, but is not limited to, the following:

a) Any act, event, or occurrence (including without limitation any strike, riot or civil commotion, hostilities, foreign intervention, governmental actions, natural disaster, Act of God, an interruption of power supply or electronic or communication equipment failure) which, in our opinion, prevents us from maintaining an orderly market in one or more of the investments in respect of which we ordinarily deal in Contracts.

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b) The suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate our quote, or the imposition of limits or special or unusual terms on the trading in any such market or any such event.

c) The occurrence of any excessive movement in the level of any Contract and/or the underlying market or our anticipation (acting reasonably) of the occurrence of such movements.

9.4.3 If we determine that a Force Majeure Event exists, we may in our absolute discretion without notice and at any time take one or more of the following steps:

a) Increase your deposit requirements.

b) Close any or all of your open Contracts at such closing level as it is reasonably appropriate.

c) Suspend or modify the application of all or any of the terms of this agreement to the extent that the Force Majeure Event makes it impossible or impractical for us to comply with the term or terms in question.

d) Alter the latest trading for a particular Contract.

9.5 Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having reviewed our position, your position, and the positions of the other clients.
9.6 The firm shall not be liable to the Client for any claims, losses, damage, costs, and expenses, including lawyers' fees, arising directly or indirectly out of such events.
9.7 The firm shall not be liable to you for the delayed, partial, or complete non-performance of our obligations due to Force Majeure. However, our duty or liability to you under Applicable Regulations shall not be excluded or restricted.

9.8 Indemnity

9.8.1 You shall pay us sums required to satisfy a debit balance on your Account. Additionally, you shall indemnify us against any loss, liability, cost, expense, tax, impost, or levy incurred by us or our Affiliates due to your Accounts, a Position, misrepresentation, or breach of your obligations under these Terms.

9.8.2 This indemnity provision does not exclude or restrict our duties or liabilities under the laws of Mauritius.

9.9 No Reliance

You acknowledge that you have not relied on representations other than those expressly set out in these Terms, and we shall not be liable for any representation not explicitly stated herein.

Section 10: Data Protection

10.1 Data Protection

10.1.1 The Company shall process all personal data in accordance with applicable data protection laws, including the Mauritius Data Protection Act 2017 and, where applicable, the General Data Protection Regulation (GDPR). The Company shall implement appropriate technical and organizational measures to ensure the security, confidentiality, and integrity of personal data, and shall process such data solely for lawful purposes related to the provision of services under this Agreement.
10.1.2 We adhere to the relevant Regulations on data protection, governing the usage of Personal Data. Personal data will not be retained longer than necessary and will only be kept to fulfill our legal and regulatory obligations or our Policies.
10.1.3 If you are a European national or resident, we process and use your personal data in accordance with European Data Protection Law. Please consult our Privacy and Security Policy to comprehend how we process and use your personal data. In case of any conflict between these Terms and the Privacy and Security Policy the Privacy and Security Policy will prevail.
10.1.4 Unless otherwise instructed and subject to Applicable Regulations, we will use Personal Data for the following purposes, as required to provide our Services:

A) For Service provision, debt recovery and/or fraud prevention and/or money laundering and/or supporting terrorist.

B) Disclosure to regulatory authorities, stock exchanges, clearing-houses, service providers assisting us with anti-fraud and anti-money laundering controls, statutory and governmental bodies, our agents, and contractors for Service provision purposes, and as ordered by a competent court.

C) Analysis to send marketing information about us or our Products and Services to the individual Data Subject. To opt out of receiving marketing information, please notify us in writing.

D) To contact a Data Subject via email, SMS, or telephone for the same purposes or for Service provision purposes.

E) To share Personal Data with our Affiliates and business partners for the aforementioned purposes.

10.1.5 To deliver our Services, we may need to transfer Personal Data internationally to our Affiliates, in countries that may lack equivalent data protection legislation.

10.1.6 By agreeing to these Terms, you consent to the processing of your Personal Data. If you provide us with data concerning other individuals, you confirm that, regarding each Data Subject whose Personal Data you provide to us, you have obtained their explicit consent for our use of their Personal Data for the described purposes and can demonstrate this upon request.

10.1.7 A Data Subject whose Personal Data we hold can request a copy of their information or correction of inaccurate information by contacting us in writing. We reserve the right to charge an administration fee for this service and to request appropriate proof of identity.

10.2 Regulatory Reporting

10.2.1 Under Applicable Regulations, we may be required to disclose information about certain Positions publicly.

10.2.2 You acknowledge and agree that all proprietary rights in information relating to such Positions are owned by us, and you waive any duty of confidentiality regarding the disclosed information.

10.3 Reporting Obligations

10.3.1 The Client acknowledges and agrees that the Company may be required to collect, verify, and disclose information relating to the Client and the Client's accounts in order to comply with applicable laws and international obligations, including the Foreign Account Tax Compliance Act (FATCA) and any other automatic exchange of information or tax reporting regimes to which Mauritius is a party, including the Organisation for Economic Co-operation and Development Common Reporting Standard (CRS). The Client undertakes to promptly provide any information, documentation, or certifications reasonably requested by the Company for such purposes and warrants that all information provided is complete, accurate, and up to date. The Company shall have the right to take any action it deems necessary to comply with its reporting obligations, including reporting to relevant authorities, withholding where required by law, or restricting, suspending, or terminating the Client's account. The Client irrevocably consents to such collection, use, and disclosure of information and agrees to indemnify and hold harmless the Company against any loss, liability, cost, or expense arising from the Client's failure to comply with this Clause or to provide accurate and timely information.

10.3.2 These reports may be included in periodic communications to you, considering the type and complexity of the investments involved and the nature of the Services provided, and will, where applicable, include associated costs and charges.

Section 11: Miscellaneous And Governing Law

11.1 Language

11.1.1 These Terms are provided to you in English, and we will continue to communicate with you in English throughout the term of these Terms.

11.1.2 You may receive documents and other information about the firm in English.

11.1.3 If a document is translated into another language, then the English version will prevail in case of a conflict and/or inconsistency.

11.2 Applicable Regulations

11.2.1 These Terms are subject to Applicable Regulations, which are binding on both parties.

11.2.2 Nothing in these Terms excludes or restricts any obligation we have to you under Applicable Regulations.

11.2.3 The firm may take or omit any action we deem necessary to ensure compliance with Applicable Regulations.

11.2.4 Actions taken or not taken for compliance with Applicable Regulations will not render us or our affiliates liable.

11.3 Amendments

11.3.1 We reserve the right to amend these Terms at our sole discretion by posting the amended and restated terms on our Website.

11.3.2 The firm will notify you in writing of such amendments, and we may require your express consent to continue providing our Services.

11.3.3 Any amendment requiring your consent will come into effect upon your agreement.

11.3.4 Amendments will not affect outstanding Orders, open Positions, or legal rights or obligations unless otherwise agreed.

11.3.5 The firm may also amend these Terms to comply with Applicable Regulations and/or the law of Mauritius' requirements.

11.3.6 If amended for this reason, we will provide written notice to you within 30 calendar days, specifying the effective date.

11.4 Notices

11.4.1 Unless otherwise agreed, all notices, instructions, and communications from us will be sent to the email address registered with us and will take effect upon dispatch.

11.4.2 You must notify us of any change to your contact details promptly.

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11.5 Communications with us

You may communicate with us in writing, through email, or orally (including by telephone). Our contact details are as follows:

A) Email Address: support@neex.com

B) Our website: www.neexinternational.com

11.6 Electronic Communications

11.6.1 Communications using electronic signatures are binding. Orders or instructions given electronically constitute evidence of such Orders or instructions.

11.6.2 Acceptance of these Terms or other documents electronically constitutes your acceptance of these Terms and other documents.

11.7 Policies

11.7.1 All Policies are part of the Client Agreement. By accepting these Terms, you confirm that you have read and understood the Policies and accept them.

11.7.2 The firm may amend the Policies at our discretion, and your expressed consent may be required to continue providing our Services. Amendments will be reflected in the available version of the Policy on our website.

11.8 Complaints Procedure

11.8.1 We have internal procedures for handling complaints fairly and promptly in accordance with our "Complaints Handling Policy". You may submit a complaint to us by letter, telephone, email, or in person.

11.8.2 Written complaints should be addressed to the Compliance Manager and sent by email to support@neex.com.

11.9 Conflicts of Interest

11.9.1 Our Conflicts of Interest Policy outlines the circumstances and procedures regarding conflicts of interest.

11.9.2 By accepting these Terms, you consent to the Conflicts of Interest Policy.

11.9.3 A copy of our Conflicts of Interest Policy is available on our website.

11.10 Entire Agreement

11.10.1 These Terms replace any previous agreements between us and represent the entire terms of our trading relationship unless otherwise provided.

11.10.2 These Terms, the terms applicable to each Position, and any amendments constitute a single agreement between us.

11.11 Assignment

11.11.1 These Terms are binding on both parties and their successors and assignees. You may not assign your rights or obligations under these Terms without our prior written consent.

11.11.2 We may delegate our obligations to an appropriate third party without affecting our obligations under these Terms.

11.12 Joint and Several Liability

11.12.1 If you consist of a partnership or multiple individuals, your liability under these Terms will be joint and several with the other party/parties involved.

11.12.2 In the event of death, bankruptcy, winding-up, or dissolution of any party, the obligations and rights of the remaining parties under these Terms shall remain fully enforceable.

11.13 Confidentiality

11.13.1 Both parties agree to the below conditions:

A) To make best efforts to keep all confidential information confidential, and to ensure that their respective officers, employees, agents, and advisors also maintain confidentiality.

B) Not to disclose, sell, transfer, or otherwise dispose of confidential information, either wholly or partially, to any third party.

C) Not to utilize confidential information for purposes other than those contemplated under these Terms.

11.13.1 The confidentiality obligations outlined in Clause 11.13 do not apply to:

A) Information that becomes publicly available through means other than a breach of confidentiality.

B) Disclosures necessary to provide the Services, subject to Applicable Regulations.

C) Disclosures required by law, court order, governmental authority, or binding legal judgment.

11.14 Rights and Remedies

11.14.1 The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by Applicable Regulations.

11.14.2 We are not obligated to exercise any particular right or remedy, and failure or delay in exercising any right does not waive that right.

11.14.3 No single exercise of a right or remedy will prevent further exercise of that right or any other right.

11.15 Set-Off

11.15.1 The firm reserve the right, without notice, to set off any amounts owed to us from your Account, whether present or future. You agree not to exercise a right of set-off against amounts owed to us under these Terms. Our rights under this clause are without prejudice to any other rights we may have.

11.16 Partial Invalidity

11.16.1 If any provision of these Terms becomes illegal, invalid, or unenforceable under Applicable Regulations, the legality, validity, or enforceability of the remaining provisions will not be affected. Additionally, the legality, validity, or enforceability of the provision in question under the law of another jurisdiction will remain intact.

11.17 Recording and Monitoring of Communications

11.17.1 The firm reserve the right to monitor and record communications with you under these Terms, utilizing monitoring devices or other technical and physical means.

11.17.2 Such monitoring and recording may occur as deemed necessary to ensure regulatory compliance and for purposes permitted by Applicable Regulations.

11.17.3 Telephone conversations and electronic communications may be recorded without prior notification to accurately document the material terms of a Position and other relevant information.

11.17.4 These recordings and records will be our exclusive property and acknowledged by you as evidence of Orders or instructions given, which may be used in legal proceedings.

11.18 Our Records

11.18.1 Our records, unless proven incorrect, will serve as evidence of your interactions with us concerning our Services.

11.18.2 You agree not to contest the admissibility of our records as evidence in legal proceedings on the grounds of their originality, format, or production method.

11.18.3 While we may provide records upon request at our discretion, you are responsible for your own record-keeping obligations.

11.19 Your Records

11.19.1 If applicable, you agree to maintain adequate records in compliance with Applicable Regulations, demonstrating the nature and timing of Orders submitted.

11.20 Cooperation for Proceedings

11.20.1 In the event of legal action or proceedings involving us related to these Terms or resulting from acts and/or omissions by us permitted or required under these Terms, you agree to cooperate fully with us in the defense or prosecution of such action or proceeding.

11.21 Governing Law

11.21.1 Any Position subject to the rules of an Underlying Market will be governed by the applicable law of that market. Otherwise, these Terms and associated noncontractual obligations shall be governed by and construed in accordance with the laws of Mauritius only.

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11.22 Dispute Resolution

a. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Mediation and Arbitration Center (Mauritius) Ltd, established in 1996 under the Mauritius Chamber of Commerce and Industry (MCCI), in accordance with its rules in force at the time of the dispute. The seat of arbitration shall be Mauritius, the language of the arbitration shall be English, and the arbitral award shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

b. More information regarding Dispute Resolution can be provided upon request. Please contact support@neex.com for specifics on Arbitration Laws.

c. Parties agree not to challenge arbitral awards made under clause (a) or to contest their enforcement in any court. Each party consents to the jurisdiction of such courts for enforcement purposes.

d. Clauses (a) and (b) are binding on any party acquiring rights under these Terms and must be acknowledged in writing before commencing legal proceedings related to disputes under these Terms.

11.22 Service of Process

The firm consent to the service of legal process or documents in connection with proceedings in any court, either by registered mail to your last address on record with us or through any method permitted by the laws of the Mauritius, the relevant jurisdiction, or the jurisdiction where proceedings are initiated.

SECTION 12: Online Trading

12.1 This Agreement sets forth the terms and conditions under which the firm shall permit you as our client to have access to one or more terminals, including terminal access through your internet browser, for the electronic transmission of orders and/or transactions, for your trading account.

12.2 This Agreement also sets forth the terms and conditions under which the firm shall permit you electronically to monitor the activity, orders and/or transactions in your account (collectively, the "Online Service").

12.3 For purposes of this Agreement, the term "Online Service" includes all software and communications links and in consideration thereof, Client agrees to the following:

A) License grant and right of use: The Firm provides the Client with software for use with the Online Service under this Agreement, the Client undertakes to use the software solely for your own internal business purposes.

B) Neither the software nor the Online Service may be used to provide third-party training or as a service bureau for any third parties.

C) The Client agrees to use the Online Service and the software strictly in accordance with the terms and conditions of the firm Account Opening Documentation, as amended from time to time.

12.4 The Client also agrees to be bound by any rules, procedures, and conditions established by the firm related to the use of the Online Service provided by us.

12.5 The Online Service may be used to transmit, receive, and confirm execution of orders, subject to prevailing market conditions and applicable rules and regulations.

12.6 The firm consents to Client's access and use in reliance upon their adopted procedures to prevent unauthorized access to and use of the Online Service, and in any event, the Client agrees to any financial liability for trades executed through the Online Service.

12.7 Client acknowledges, represents, and warrants that:

A) You have received a number, code, or other sequence, which provides access to the Online Service ("the Password");

B) You are the sole and exclusive owner of the Password;

C) You are the sole and exclusive owner of any identification number or login number ("the Login");

D) You accept full responsibility for the use and protection of the Password and the Login as well as for any transaction occurring in an opened account, held or accessed through the Login and/or Password.

E) The Client is responsible for monitoring their account(s).

12.8 The Client shall immediately notify the firm in writing for any of the following:

A) Any loss, theft or unauthorized use of Password(s), Login and/or account number(s); or

B) Any failure to receive a message indicating that an order was received and/or executed; or

C) Any failure to receive an accurate confirmation of an execution, or

D) Any receipt of confirmation of an order and/or execution, which has not been placed;

E) Any inaccurate information in account balances, positions, or transaction history.

12.9 The Client's access to the Online Service, or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades, or other reasons.

12.10 The firm makes no express and/or implied representations or warranties to the Client regarding the usability, condition, or operation thereof.

12.11 The firm does not warrant that access to or use of the Online Service will be uninterrupted or error-free or that the Online Service will meet any particular criteria of performance or quality.
12.12 Since the firm does not control signal power, reception, or routing via the Internet, the configuration of your equipment, or the reliability of its connection, we cannot be responsible for communication failure, distortions, or delays when trading online via the Internet.

12.13 Under no circumstances including negligence, shall the firm or anyone else involved in creating, producing, delivering, or managing the Online Service be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.
12.14 The Client expressly agrees that his/her use of the Online Service is of his/her sole risk.
12.15 The Client assumes full responsibility and risk of loss resulting from the use of, or materials obtained through, the Online Service.
12.16 Neither the firm nor other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error-free; nor does the firm make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Online Service.
12.17 Neither the firm nor any provider shall be liable in any way to the Client or to any other person for:

A) Any inaccuracy, error, or delay in, or omission of any such data, information, or message or the transmission or delivery of any such data, information, or message;
B) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, nonperformance, or interruption in any such data, information, or message, due either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within the firm's or any provider's control.
C) The firm shall not be deemed to have received any order or communication transmitted electronically by the Client until the firm has actual knowledge of such order or communication.
D) Additionally, if a client executed a trade at a price that at the time the trade was executed was wrong and/or delayed from the actual market price then the firm may cancel that trade from the Client's account and the firm shall remain harmless of any damages or costs arising thereof.

12.18 The Client acknowledges that from time to time, and for any reason, the Online Service may not be operational or otherwise unavailable for his/her use due to servicing, hardware malfunction, software defect, service or transmission interruption, or other cause, and he/she agrees to hold the firm and any provider harmless from liability of any damage which results from the unavailability of the Online Service.
12.19 The Client acknowledges that he/she has alternative arrangements, which will remain in place for the transmission and execution of his/her orders, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of his/her orders through the Online Service.
12.20 The Client represents and warrants that he/she is fully authorized to enter into this Agreement and under no legal disability that prevents him/her from trading, and that he/she shall remain in compliance with all laws, rules, and regulations applicable to his/her business.
12.21 The Client agrees that he/she is familiar with and will abide by any rules or procedures adopted by the firm and any provider in connection with use of the Online Service, and he/she has provided necessary training in its use.
12.22 The Client shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate or convert any software provided to him/her in connection with the use of the Online Service or distribute the software or the Online Service to any other third party.

12.23 Temporary Leverage Adjustments

12.23.1 The Company reserves the right, at its sole and absolute discretion, to modify, reduce, and/or otherwise adjust the leverage available on any trading instrument, account type, and/or category of transactions where it reasonably considers such action necessary and/or appropriate in light of prevailing market conditions.
12.23.2 Such adjustments may be implemented during periods of heightened market volatility, reduced liquidity, significant economic and/or political events, market openings and/or closings, scheduled or unscheduled high-impact announcements, force majeure events, and/or any other circumstances that, in the Company's reasonable opinion, may materially affect market conditions, pricing, execution, and/or risk exposure.
12.23.3 The Client acknowledges and agrees that any such leverage adjustment may be applied immediately and without prior notice where the Company reasonably determines that such action is necessary to protect the integrity of the market, manage the Company's risk exposure, safeguard client interests, comply with applicable legal or regulatory obligations, or maintain orderly and fair trading conditions.
12.23.4 The Company shall not be liable for any loss, cost, expense, claim, or damage incurred by the Client arising directly or indirectly from any leverage adjustment made in accordance with this Clause.

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12.24 Referral Disclosure and Jurisdiction

12.24.1 For any Client who is resident in and/or domiciled in the United Arab Emirates ("UAE"), it shall be deemed, unless otherwise expressly disclosed and evidenced by the Client, that the Client was introduced through Neex Securities LLC, a company duly registered and regulated in the UAE.

12.24.2 The Client shall provide complete, accurate, and up-to-date information regarding the source of referral and shall submit all documents and information reasonably required for customer due diligence and Know Your Customer ("KYC") purposes, including, without limitation, a valid Emirates ID, proof of residential address in the UAE, and any additional documentation requested by the Company from time to time.

12.24.3 If the Client fails, refuses, and/or neglects to provide the required disclosure, information, and/or supporting documentation evidencing that the Client is resident in the United Arab Emirates ("UAE"), the Company shall be entitled to rely upon the foregoing presumption for all contractual, regulatory, compliance, and legal purposes and to take such actions as it reasonably deems necessary to satisfy its legal and regulatory obligations.

12.24.3 Any dispute, claim, action, proceeding, controversy, and/or liability arising out of and/or in connection with such failure and/or non-disclosure, and/or relating to the relationship between the Parties thereafter, shall be governed by and construed in accordance with the laws of Mauritius, and the courts of Mauritius shall have exclusive jurisdiction to hear and determine any such matter.

SECTION 13: Definitions

13.1 Definitions

In these Terms, the following expressions shall have the respective meanings set opposite them:

"Account" means a trading account opened with us for the purpose of opening or closing out a Position.

"**Account Statement"** means a daily statement in respect of each Account notified by us to you.

"Affiliate" means, in relation to a person, an entity controlled, directly or indirectly, by the person, an entity that controls, directly and/or indirectly, the person, or an entity directly or indirectly under common control with the person. For the purpose of this definition, "control" of an entity or person means ownership of more than 50% of the entity or person, or the ability to control the decisions made by the entity or person.

"Applicable Regulations" means:

(a) any legislation (including without limitation, constitution, statute, law, regulation, by-laws, or rules), guidance, customs, usages,
(b) rulings, and interpretations of governmental authorities and self-regulatory organizations, exchanges, clearing houses, alternative
(c) trading systems, contract markets, derivatives transaction execution facilities, and other markets and market infrastructure which we,
(d) in our sole discretion, deem to be applicable to us, to you, and/or to you;
(b) the laws of Mauritius and any other rules of a relevant regulatory authority;
(c) the rules, regulations, procedures, and customs of a relevant Market or an Underlying Market;
(d) the applicable anti-money laundering legislation; and
(e) all other applicable laws, rules, procedures, guidance, and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) as in force from time to time.

"Authorised Third Party" means a person authorized by you to manage and operate your Account within the specified powers and authority granted under a separate appointment letter and limited power of attorney (in the form satisfactory to us).

"Auto-Stop-Out" has the meaning ascribed to it in clause 4.2.2.

"Balance" has the meaning ascribed to it in clause 4.1.1.

"Business Day" means a day which is not a Saturday, Sunday on which banks are open for business in Mauritius.

"CFD" means a contract for difference under which the profit or loss is determined by the difference between the opening price and the closing price of an instrument on the Underlying Market. The CFDs we offer are available on our Website.

"Complaints Handling Policy" means our complaints handling policy as amended, restated, or supplemented from time to time which can be found on our Website.

"Conflicts of Interest Policy" means our conflicts of interest policy as amended, restated, or supplemented from time to time which can be found on our Website.

"CDD" or **"KYC"** means identification and verification of:

(a) your identity (including, where applicable, by reviewing a copy of a passport, national identity card, or similar form of identification);
(b) the nature of your business as required by Applicable Regulations (including, where applicable, by obtaining your legal entity identifier or other national identifier code); and
(c) such other aspects or considerations as determined in our discretion, to ensure that we hold the correct and complete information to prevent a discrepancy in your identification, to confirm the source of funding, wealth, and payment methods, to prevent fraud, and to comply with Applicable Regulations and our Policies from time to time.

"Counterparty" has the meaning given to such term under the law of Mauritius.

"Electronic Trading Services" means an electronic service (together with a related software or application) accessible by whatever means we offer, including without limitation trading, direct market access, order routing, API, or information services that we grant you access to or make available to you either directly or through a third-party service provider and used by you to view information or effect Positions, and "Electronic Trading Service" shall mean any of those services.

"Equity" has the meaning ascribed to it in clause 4.1.1.
"Force Majeure" means a cause preventing the performance of the Services or an Obligation under these Terms, which arises from or is attributable to either an act, event, omission, or accident, beyond the reasonable control of the party so prevented, including, a strike, lockout, labor dispute, act of God, pandemic, war, terrorism, malicious damage, civil commotion, malfunction, or failure of communication or computer facilities, industrial action, acts and regulations of a governmental or supranational body or authority.
"Forex" means two-day rolling spot futures traded over the counter and which are cash settled on a T+2 basis. Forex constitutes Rolling Daily Positions.
"Free Margin" has the meaning ascribed to it in clause 4.1.4
"Insider Dealing" means the use of inside information to acquire, amend, dispose of, or cancel, for your own account or for the account of a third party, directly or indirectly, financial instruments to which that inside information relates.
"Inside Information" means information of a precise nature, which has not been made public, relating, directly or indirectly, to a financial instrument, and which, if it were made public, would be likely to have a significant effect on the price of the financial instrument or on the price of related derivative financial instruments.
"Liquidity Provider" means a financial institution that provides executable bid and offer prices in respect of our Products from time to time.
"Market" means a regulated market accepted by us, such as an exchange, clearing house, central clearing counterparty, multilateral trading facility, or an organized trading facility.
"Market Abuse" means both Insider Dealing and market manipulation.
"Market Manipulation" means the act of placing an Order or entering into a Position or other behavior which creates, or is likely to create, a false or misleading signal as to the supply of, demand for, or price of, a financial instrument, or which adversely affects our relationship with our Liquidity Provider.
"Margin" has the meaning ascribed to it in clause 4.1.2.
"Margin Call" has the meaning ascribed to it in clause 4.2.1.
"Order" means an instruction by a client to open or close a position in a Product.
"Order Execution Policy" means our order execution policy as amended, restated, or supplemented from time to time which can be found on our website.
"Ordinary Investor" has the meaning given to such term under the laws of Mauritius.
"Platform" means an electronic trading platform, such as MT4 or MT5, that we may use from time to time for the provision of our Services.
"Policies" means the policies and other terms and conditions that we adopt from time to time, as amended, which are available on our website including but not limited to the Complaints Handling Policy, Order Execution Policy, and Conflict of Interest Policy.
"Position" means an exposure to an underlying instrument in relation to a Product that you have traded. A position may be opened or closed out, whether by you or by us, by either buying or selling a Product on the Platform, in accordance with these Terms.
"Product" means: (a) Forex (b) a CFD; or (c) any other product we may offer from time to time.
"Professional Investor" has the meaning given to such term under the laws of Mauritius.
"Risk Warning Disclosure" means the risk warning disclosure, as amended, which is available on our website, and the risk warnings and statements set out in these Terms which apply to retail clients.
"Rolling Daily Position" means a Position which does not automatically expire at the end of the relevant exchange business day, but which automatically rolls over to the next exchange business day.
"Security Information" means the username and password required to access your Account.
"Services" means our non-advisory, execution only services as set out at clause 2.2 (Our Activities and Services) in respect of the Products.
"Termination Date" means the earlier of: (a) the date of the termination of a Position in accordance with the terms of the Position; and/or (b) the liquidation date determined by us in accordance with clause 8.2 (liquidation date).
"Underlying Market" means the Market for a specific financial instrument on which our Products are priced.
"Website" means the information displayed on www.neexinternational.com (or any other replacement or supplementary site), as updated by us from time to time.
"we", "our", or **"us"** means Neex International (including any successor or assignee).

13.2 Headings

Headings are for ease of reference only and do not form part of these Terms.

13.3 Interpretation

13.3.1 References in these Terms to a statute or statutory instrument or Applicable Regulations include a modification, amendment, extension, or re-enactment thereof, as in force from time to time.
13.3.2 A reference in these Terms to "document" will be construed to include an electronic document.
13.2.3 References in these terms to the singular will also include the plural.
13.3.4 References to a person includes a body corporate, unincorporated association and partnership, natural person, firm, company, corporation, government, state or agency of a state or an association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
13.3.5 The use of the word "including", "inclusive", "includes" and any words that follow it will not be deemed to be exhaustive.

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SECTION 14: Client Acknowledgment

14.1 The client acknowledges and accepts all the above terms and conditions, whether expressly listed herein and/or otherwise identified by the Company, at its sole discretion, may result in corrective and enforcement actions.
14.2 Such actions may include, without limitation, trade cancellation, profit adjustment, removal of benefits, account suspension, and/or account termination, with or without prior notice.
14.3 The client fully understands and accepts this agreement, offered by the Firm are provided solely to support trading activity and do not constitute real and/or withdrawable funds.
14.4 The client acknowledges that bonuses and any profits generated therefrom are not eligible for withdrawal unless and until all applicable terms and conditions, trading volume requirements, and compliance obligations have been fully satisfied, as determined by the Company.
14.5 The client hereby acknowledges and agrees that all trading activities conducted on the Firm's platform must reflect fair, transparent, and genuine market participation.
14.6 The client expressly confirms that he/she shall not engage in, attempt to engage in, or facilitate any of the twenty-five (25) trading abuses described above as per the trading abuses terms and conditions.
14.7 By accepting these terms, the client confirms that he/she has read, understood, and agreed to be bound by the foregoing provisions in their entirety.

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