



## TERMS & CONDITIONS

Effective starting from February 16, 2024

### **CUSTOMER AGREEMENT**

This document is a legally binding agreement between Lindex Capital Ltd., referred to as "Lindex," "us," or "we," and the individual or individuals, referred to as the "Customer ", "client", or "you", who are signing this contract. This document and our Risk Disclosure Statement, Trading Conditions and Charges, and Privacy Statement outline the terms under which Lindex will conduct business with The Customer. This document outlines the rights and responsibilities of both parties involved in this service. Both parties will agree to and be legally obligated by these terms upon accepting the terms stated here and completing the application form.

Engaging in Contracts for Differences (CFDs) trading and utilising the trading platform (which enables highly leveraged investments in CFDs) entails a significant level of risk to your investment. It involves the possibility of both profit and the potential loss of your initial deposit. Investing in CFDs does not grant you any entitlement to the underlying instruments. Ensure you comprehensively understand the potential hazards and seek guidance if necessary. CFD trading may not be appropriate for all customers. Meet your responsibilities outlined in the Client Agreements. We may engage in transactions with you involving CFDs on individual securities, groups of securities, indices, currencies, cryptocurrencies, commodities, base and precious metals, or any other instrument available on the trading platform. We will act as the principal and not as an agent for you or any other party in all transactions specified in the Client Agreements. By entering into the Client Agreements, you, as our Customer, will be treated as the principal and not as an agent for any other individual.

### **CRITICAL ANNOUNCEMENTS**

OTC trading refers to trading that occurs outside of a regulated exchange. The creditworthiness of the counterparty of your CFDs cannot be guaranteed. In certain instances, trading liquidity may decrease, leading to the cessation of trading in CFDs for commodities, currencies, metals, and indices. This can prevent the liquidation of an adverse position, potentially resulting in a significant financial loss.

Although Lindex has the necessary license, it does not offer investment advice. The market recommendations, signals, and information provided by Lindex are general and are derived solely from the expertise of Lindex's personnel or third-party information providers. The market recommendations offered may or may not align with the market position or intentions of Lindex, its affiliates, and/or employees. Lindex's market recommendations and information are derived from reliable sources, but Lindex cannot guarantee their accuracy or completeness. Additionally, Lindex does not claim that following these recommendations will eliminate the inherent risk associated with trading CFDs. The market

recommendations or information provided by Lindex do not constitute an offer to buy or sell any OTC transaction, nor do they solicit such offers. The Customer acknowledges and, as a result, consents that they possess the ability to evaluate and assume full responsibility for assessing the advantages and potential hazards of any transaction they may engage in with Lindex.

The Customer acknowledges that Lindex prohibits its Customer representatives from exercising discretion or managing an OTC account. Should The Customer's account be traded without their authorisation, it is imperative that The Customer promptly notify Lindex.

Customers must comply with Lindex's margin policies and the policies of banks or clearing houses involved in executing trades. These policies may necessitate additional funds to adequately margin The Customer's account, and The Customer is obligated to fulfil these margin requirements promptly. If margin calls are not met, open positions may be liquidated, resulting in a loss. Lindex retains the prerogative to decline the acceptance of any order.

The Customer acknowledges the necessity of thoroughly examining the trading reports about their own trading activities published online by Lindex. Unless The Customer raises any objections within two business days of the reports of execution and statements of accounts being posted, they will be considered final. Initially, objections can be raised via email or telephone, but they must be subsequently confirmed in writing.

The Customer acknowledges that Lindex has the authority to establish regulations and conditions for client accounts, such as minimum account size, investment duration, commissions and fees, leverage limits per instrument, mark-ups, rules regarding stop losses and limits, rules regarding rollovers, rules regarding margin calls, or any other financial arrangements. Furthermore, Lindex reserves the right to modify these rules and provisions periodically.

The Customer has comprehended and acknowledged their obligations and rights as outlined in this Customer Agreement. They also agree and recognise that this Customer Agreement and the Risk Disclosure and Privacy Statement will constitute the terms of their association with Lindex. The Customer acknowledges that they bear full responsibility for all decisions regarding transactions made for their account. The Customer has carefully evaluated the abovementioned factors and is willing and capable of undertaking the significant financial risks associated with over-the-counter (OTC) trading, considering their current and expected financial resources.

Before engaging in any trading activity, it is incumbent upon The Customer to diligently acquire all pertinent information regarding the trading of CFDs and familiarise themselves with the terms and conditions set forth by Lindex. It is imperative that The Customer thoroughly discuss and comprehend all associated risks and arrangements.

## 1. Glossary and Titles

- 1.1. "Lindex" refers to Lindex Capital Ltd, its subsidiaries, affiliates, and their successors and assigns, as necessary or required by the context.
- 1.2. "Customer " refers to the individual or group that has agreed to be legally obligated by the terms of this Agreement;
- 1.3. "Agreement" encompasses this specific agreement and any other agreements and authorisations The Customer has executed concerning managing their account with Lindex.
- 1.4. "Abusive Trading" encompasses any of the following actions: sniping; placing "buy stop" or "sell stop" orders prior to the release of financial data and news related to the underlying market/asset; arbitrage; manipulations; Scalping (as defined below); a combination of faster/slower feeds; abuse of the cancellation of trades feature available on the trading platform; use (without the prior and written consent of Lindex) of any robots, spiders or other automated data entry system with the trading platform (unless you receive express written permission by Lindex team prior to activating the robot) or use of any software, which applies artificial intelligence analysis to the trading platform and/or customer's account; entering into transactions or combinations of transactions (voluntarily and/or involuntarily) such as holding long and short positions in the same or similar underlying assets at similar times either by The Customer or by The Customer acting in concert with others, possibly with connected accounts, including (but not limited to) between accounts held with different entities within the Lindex, which taken together or separately are for the purpose of manipulating the trading platform for gain. Market abuse can be identified when substantial transactions follow a brief duration. Disputes lasting less than three minutes shall be categorised as "short duration." In this instance, "significant number of transactions" refers to the execution of greater than 30% of all trades.
- 1.5. "Scalping" refers to a trading strategy in which a Customer, acting alone or in conjunction with others (internally by utilising other trading accounts held with Lindex or by sharing the same IP address or externally by utilising other trading accounts held with other brokers), executes or attempts to execute a large number of transactions in a very short time (for instance, no more than three minutes). The objective is to partially or fully hedge positions by maintaining open positions.
- 1.6. The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

## 2. ABOUT US

- 2.1. By way of the Offshore Finance Authority and with proper licensing and regulation, vxmmarkets.com (the "Website") is managed by Lindex Capital Ltd, an internationally registered brokerage and clearing house based in the Union of Comoros. The Offshore Finance Authority,

overseeing and regulating the operations of banks and financial institutions in the region.

### **3. The classification**

- 3.1. As retail clients, we adhere to the policy regarding all clients, regardless of any categorisations in the client's country of residence.

### **4. Relationships with others**

- 4.1. Electronic mail, telephone, and online trading platforms shall constitute the primary means of communication between Lindex and The Customer.
- 4.2. Customers will receive personalised correspondence concerning orders placed and executed via a Customer-specific account.
- 4.3. However, certain information, such as general market recommendations, will be made available broadly on our website; as a result, The Customer consents to receive such information in a format that does not address them specifically.
- 4.4. Customers may also contact our dealing room via telephone to place orders. You might order with us through our online trading platform during business dealings.
- 4.5. Our sole mode of written communication with you will be in English.

### **5. TRADE AUTHORISATION**

- 5.1. With The Customer's oral, written, or computer instructions and subject to the terms of this agreement and all of its appendices, Lindex is authorised to execute CFDs with The Customer over the counter.
- 5.2. Lindex's security systems are designed to ensure that any information provided to and from Customers is securely transmitted. Passwords must be kept confidential, and The Customer bears exclusive responsibility for preventing unauthorised access to the password or Lindex's trading facilities by a third party.
- 5.3. The Customer agrees to bear sole liability for any electronic instruction received that is associated with The Customer's password and account number, as well as for any oral or written instruction provided to Lindex by individuals whom Lindex, in its sole discretion, is authorised by Customer.
- 5.4. Suppose The Customer designates their account as a joint account. In that case, Lindex is granted the authority to execute trading instructions provided by any one owner of the account without requiring additional inquiry.
- 5.5. Lindex shall not be liable for any additional investigation into the apparent authority in question,

nor shall it be responsible for the repercussions of any actions it may take or fail to take in reliance on such instructions or the apparent authority of such individuals.

- 5.6. Regarding the account, Lindex has the authority to require joint action by the account's owners. Lindex has the authority to deliver all communications and paperwork regarding the account to anyone who owns a joint account.
- 5.7. Lindex has sole control over the security of both individual and joint accounts.
- 5.8. In the event of the death of one or more owners of a joint account, Lindex must be informed in writing and provided with a death certificate as evidence. Any outstanding expenses at the time of notification will be debited to the account.
- 5.9. Until Lindex receives a valid written notification, it is assumed that each owner of a joint account has an equal share in the account.

## **6. Relevance of Trading**

- 6.1. 6.1 While Lindex does provide general market recommendations, it is essential to note that these should not be interpreted as personalised recommendations or advice to engage in trading with Lindex. Therefore, we are not required to evaluate whether or not The Customer is suitable for trading CFDs with Lindex. The Customer's decision to switch with Lindex is independent and self-determined for each trade entered into.

## **7. GOVERNMENTAL COUNTER INSTITUTION AND INTERBANKING SYSTEM RULES**

- 7.1. All transactions conducted within the scope of this Agreement must adhere to the customary practices, decisions, and explanations of the counterparty institution or other interbank market (including its clearing organisation, if applicable) and comply with all relevant laws and regulations.
- 7.2. If a government authority passes any new law or regulation, or if a contract market or clearing organisation adopts a new rule or regulation that affects Lindex and contradicts any part of this Agreement, the relevant parts of this Agreement will be considered modified or replaced by the corresponding provisions of the new law, rule, or regulation. All other parts of this Agreement and the modified provisions will remain valid and effective.
- 7.3. The Customer recognises that all transactions governed by this Agreement are subject to the above regulatory requirements. The Customer has no legal or contractual rights concerning these requirements.

## **8. MARGINS AND DEPOSIT REQUIREMENTS**

- 8.1. The Customer is responsible for providing and maintaining a margin with Lindex. The margin amount and form must meet Lindex's requirements, as determined solely by Lindex.
- 8.2. The margin requirements may vary from those imposed by the banks or brokers executing the trades.
- 8.3. Lindex can modify margin requirements at its discretion and without prior notice.
- 8.4. The Customer must deposit funds through an immediate wire transfer or any other payment method that Lindex finds acceptable. In addition, The Customer must promptly fulfil all margin calls as specified by Lindex, as determined solely by Lindex.
- 8.5. Lindex can liquidate The Customer's account at any given moment. Lindex's decision to not enforce its rights in this situation does not imply that it will not enforce its rights in the future.
- 8.6. Lindex reserves the authority to restrict the quantity and/or overall count of active positions that The Customer can hold or acquire at Lindex. Additionally, Lindex may raise margin requirements in anticipation of earnings, news, or other events, with or without prior notice, before such events occur or retrospectively, or at any additional time deemed appropriate solely at its discretion.
- 8.7. It is necessary to place orders with sufficient time to carry out and calculate margin requirements.
- 8.8. Any profits from a transaction will be included in The Customer's account as an extra margin while the transaction is ongoing. Upon the closure of the transaction, the profits will be added to the available balance for withdrawal.
- 8.9. Losses resulting from a transaction will be subtracted from The Customer's account.

## **9. Additional compensation:**

Lindex has the sole discretion to deposit bonus amounts into The Customer's trading account, subject to specific terms and conditions, to benefit The Customer. The Customer can only withdraw bonus amounts if they meet the trading requirements specified on the website, which may be updated or communicated to The Customer.

- 9.1. If Lindex has suspicions or evidence of fraudulent behaviour by The Customer to obtain a bonus or any other promotional offer, Lindex has the right to:
  - (i) Cancel or reject the bonus promotion and any related Trading bonus at its sole discretion. The company reserves the right to cancel or reject the bonus promotion, including any corresponding trading bonus, at its sole discretion.
  - (ii) To terminate Customer's access to services provided by Lindex and/or terminate the contract between Lindex and The Customer for the provision of services.

(iii) To block The Customer's Account(s) and to arrange for the transfer of any unused balance to The Customer.

- 9.2. Suppose Lindex has suspicions or grounds to believe that The Customer has violated the terms and conditions of a bonus offer by engaging in hedging activities within Lindex or with other brokers. In that case, Lindex retains the authority to revoke bonuses and any trades or profits linked to The Customer's account(s).
- 9.3. Restrictions on bonus promotions may apply in specific jurisdictions.
- 9.4. Lindex can cancel or decline bonus promotions at its own discretion.

## 10. OPTIONS

- 10.1. Options are contractual agreements that grant the purchaser the privilege, but not the duty, to purchase (in the case of a Call Option) or sell (in the case of a Put Option) a specific CFD at a predetermined price (referred to as the "Strike") in a particular date and time (known as the "Expiration"), from or to the option seller. These options are widely recognised as European-style vanilla options.
- 10.2. The proceeds of the purchase or sale of an Option (the "Cost" or "Premium") will be immediately debited or credited to the cash balance of the account. Upon expiration, profitable options will be automatically liquidated at their intrinsic value. For call options, this is the difference between the closing price of the specified contract for difference (CFD) and the strike price. For put options, it is the difference between the strike price and the closing price of the specified CFD. The closing price for long Call and short Put positions at Expiration will be the prevailing bid price of the underlying CFD. Conversely, for quick Call and long Put positions, the closing price will be the prevailing ask (offer) price of the underlying CFD, as determined solely by Lindex. Options that are not in the money will expire worthless.
- 10.3. The Customer acknowledges and accepts that Lindex provides quotes with variable spreads. The Client is explicitly informed that variable spreads are influenced by actual market conditions outside of Lindex's jurisdiction. Lindex does not provide any assurance regarding the upper or lower limits of the spreads that can be quoted. Options quotes may occasionally be unavailable for certain underlying CFDs.
- 10.4. We offer you the ability to carry out a range of transactions, such as options based on different indices that we will specify periodically (e.g., index rates, stock rates, and option rates). Additionally, we provide financial information and various other services at our own discretion. Before conducting any transaction, we recommend that you carefully review the explanations provided on the Website regarding each specific type of transaction. Lindex is the sole authority to establish the regulations governing trade.
- 10.5. We will provide the current share price or index price on our website, <https://vxmmarkets.com>, and allow you to submit a put or call position for that share. Every position must have a designated

expiration time. We anticipate that the existing prices will be reasonably correlated with the accurate prices of such shares accessible in the market. We do not provide any explicit or implicit guarantee that the quoted prices accurately reflect the current prevailing quoted prices.

## **11. The Customer ASSETS**

- 11.1. Lindex does not pay interest on client funds deposited by The Customer.
- 11.2. Lindex will hold as collateral all money, securities, currencies, and other items that The Customer owns and that Lindex or its affiliates may have for The Customer, whether solely, jointly, or as a guarantor for another person's account or that may be in their possession or control for any reason, including safekeeping. Lindex has the right to use these assets to offset any debts The Customer owes to Lindex, regardless of whether Lindex has provided any advances related to these assets and irrespective of the number of accounts The Customer has with Lindex.
- 11.3. Lindex has the authority to, at its discretion, at any given time and on multiple occasions, without informing The Customer, allocate and/or relocate any or all of The Customer's funds or other assets between any of The Customer's accounts.
- 11.4. Customer, as a result of this, also grants to Lindex the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as a broker or to others, any securities or other property of The Customer held by Lindex as margin or security.
- 11.5. Lindex is not obligated to provide the exact property that Lindex has delivered or purchased for any of The Customer's accounts to The Customer.
- 11.6. This authorisation applies to all accounts held by Lindex for The Customer. It will remain in effect until all accounts are entirely paid for by The Customer or until Lindex sends a notice of revocation from its principal office.
- 11.7. Lindex's failure to enforce its rights in this agreement does not constitute a waiver of those rights in the future.
- 11.8. Lindex is appointed the Customer's attorney-in-fact in a manner that cannot be revoked. Lindex is authorised, without informing Customer, to carry out any necessary or desirable actions on Customer's behalf. This includes executing, delivering, and filing financing statements, giving notice and taking any other actions that Lindex deems necessary or beneficial to demonstrate or safeguard Lindex's interest in any collateral.
- 11.9. Suppose the collateral considered acceptable by Lindex needs to be revised to cover The Customer's debts or other obligations to Lindex, including margin requirements. In that case, The Customer must immediately repay the entire deficit upon request.
- 11.10. Credit institution default and monitoring:
  - 11.10.1. Suppose one of our designated credit institutions fails to meet its obligations. In that case, Lindex will not assume responsibility and will not be held liable for any client losses due to



such a default. Nevertheless, we consistently perform thorough risk assessments of the credit institutions we appoint to guarantee their reliability as secure repositories.

11.10.2. As per section 10.4, Customers who trade on the Lindex platform agree to transfer complete ownership of their funds to Lindex. This is done to secure or cover a necessary margin. Consequently, the required margin will no longer be considered The Customer's property. Lindex will place the essential margin as collateral with its liquidity provider(s). The Customer's name will not be registered for these funds. Any funds deposited by The Customer that exceed the necessary margin will be considered client funds, as outlined in the Client Asset policy.

## **12. Conflicts of interest**

- 12.1. Lindex must establish and maintain efficient organisational and administrative measures to actively identify, handle, disclose, and document conflicts of interest. Lindex has implemented a Conflicts of Interest policy to accomplish this goal.
- 12.2. Suppose Lindex's arrangements to handle conflicts of interest are not enough to guarantee that client interests will be protected from harm. In that case, Lindex must inform the client about the overall nature and origins of the conflicts of interest before conducting any business on behalf of the client.

## **13. COMPLAINTS**

- 13.1. If you have any questions, concerns, issues, or problems or are dissatisfied with any aspect of our service, please contact our customer services team. They can address most issues at this level. Their contact information can be accessed at the following URL: <https://vxmmarkets.com/contact-us/>.
- 13.2. If our customer service team cannot resolve the issue or is unsatisfied with our service and wants to make a formal complaint, you must complete a Complaint Form. As mentioned earlier, the form is located within the legal documents section of our Website. To formally complain, you must submit the duly completed Complaint Form and any requisite corroborating evidence to [support@vxmmarkets.com](mailto:support@vxmmarkets.com).
- 13.3. We will provide you with a regular written report on the progress of the investigation into the complaint, with updates given at intervals of 20 working days at most.
- 13.4. We will thoroughly investigate and resolve the complaint within 40 business days of receiving it.
- 13.5. Upon the expiration of 40 business days, if the complaint remains unresolved, we will promptly inform you of the anticipated duration for resolving the complaint.
- 13.6. After concluding the investigation into the complaint, the Company will provide the Client with a Final Response. This response will contain the investigation's findings, relevant explanations, and

any corrective measures the Company intends to take.

- 13.7. A Complaint will be deemed resolved or settled upon the Company furnishing a written Final Response to the Client.
- 13.8. If you are not satisfied with the outcome of your complaint, you have the choice to elevate it to the Offshore Finance Authority.
- 13.9. The Offshore Finance Authority is responsible for addressing client grievances related to the specific services offered by Brokers.
- 13.10. The Offshore Finance Authority must be mentioned within two years of our Final Response. Furthermore, it is essential to note that the Offshore Finance Authority will only consider reviewing a complaint after we have been allowed to resolve it.

**14. Permission to carry out transactions outside of a regulated market.**

- 14.1. The Customer acknowledges and agrees that Lindex possesses the jurisdiction to carry out orders beyond a regulated market, including over-the-counter orders.

**15. Process of closing an account and resolving negative balances**

- 15.1. If any of the following events occur: (a) The Customer passes away or is legally declared unfit; (b) The Customer files for bankruptcy, a receiver is appointed, or any insolvency or similar proceeding is initiated by or against The Customer ; (c) an attachment is filed against any of The Customer's accounts held by Lindex; (d) there is the insufficient margin, or Lindex determines that the collateral deposited to protect The Customer's account is inadequate, regardless of current market value; (e) The Customer fails to provide the requested information as required by this agreement or applicable law; (f) The Customer engages in abusive trading practices, manipulations, or fraud, or any other authorised person using the account does so; or (g) any other circumstances or developments that Lindex considers necessary for its protection, Lindex may, at its sole discretion, take one or more of the following actions:
  - (i) Satisfy any obligation The Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in Lindex's custody or control;(i) Fulfill any obligation that The Customer may have to us, either directly or through a guarantee or suretyship, using any of The Customer's funds or property that is held or controlled by Lindex;(i) Fulfill any obligation that The Customer may have to us, either directly or through a guarantee or suretyship, using any of The Customer's funds or property that is held or controlled by Lindex;
  - (ii) Cease all current orders or contracts and any other commitments made on behalf of The Customer.
- 15.2. Any of the mentioned actions can be carried out without the need for margin or additional margin, without prior notice of sale or purchase, or any other notification to The Customer, their personal

representatives, heirs, executors, administrators, trustees, legatees, or assigns, regardless of whether the ownership interest is solely held by The Customer or jointly with others.

- 15.3. Lindex reserves the right to buy or sell without prior demand or notice, and such actions will not be considered a waiver of this right in the future.
- 15.4. Lindex can offset The Customer's long or short positions during settlement or initiate new long or short ones. This is done to establish a hedge that Lindex considers necessary to safeguard or reduce the risk associated with The Customer's current positions in their account.
- 15.5. Lindex possesses the power to execute sales or acquisitions based on its independent evaluation and judgment, utilising any interbank or alternative exchange market where such transactions are commonly carried out, or through a public auction or private sale. Lindex also offers the opportunity to acquire the entire sum or a fraction of the transaction with no chance of redemption.
- 15.6. Suppose the Equity or Net Liquidation Value of The Customer's trading account drops below the Minimum Margin Requirement. In that case, all open transactions of The Customer will be automatically liquidated, regardless of their profitability. The Minimum Margin Requirement is equal to 50% of the Required Margin.
- 15.7. If the balance in The Customer's trading account reaches zero, Lindex can invalidate and terminate the account at its own discretion.
- 15.8. Lindex and its affiliates, partners, or representatives are not liable for any financial losses or damages resulting from the termination of positions as previously described.
- 15.9. Upon request from Lindex, The Customer is obligated to settle any negative balance in their account. Furthermore, The Customer bears responsibility for any remaining deficit in their account(s) in the event of its complete or partial liquidation by either Lindex or The Customer themselves.
- 15.10. Suppose the funds acquired through this authorisation must be sufficient to settle the entirety of The Customer's obligations to Lindex. In that case, the Customer must promptly remit the remaining balance and any outstanding debts. The Customer will be required to pay interest on these amounts at a rate that is three percentage points higher than the prevailing prime rate at Lindex's primary bank or the maximum interest rate permitted by law, whichever is lower. Furthermore, The Customer will bear full responsibility for covering all costs associated with collection, such as attorney's fees, witness fees, travel expenses, and other related expenses.
- 15.11. The Customer agrees to bear any expenses incurred by Lindex that are unrelated to deficit collection for any of The Customer's accounts.

## **16. Costs/Expenses**

- 16.1. The fees associated with Lindex's services are detailed in the Admin Fees page on the Website.
- 16.2. The Customer acknowledges that a portion of Lindex's revenue is generated from the difference between each transaction's buying and selling prices. The spread refers to the disparity between the

bid and ask prices in a transaction's price quote. The spreads for all instruments can be found on our Website.

- 16.3. Lindex can adjust spreads for any or all instruments without prior notice based on several factors, such as market sentiment, news events, trading volumes, market volatility, and other internal or external factors. This can be implemented simultaneously on a per-client basis or for all clients.
- 16.4. If customers ask for a particular fee arrangement, they may need to pay a commission to open and close CFDs. The commission payable will be deducted from The Customer's account simultaneously with the opening or closing of the relevant CFDs by Lindex.
- 16.5. We will notify customers of any fee adjustments or additions by publishing the modifications on our Website at least five days before their implementation.
- 16.6. Additionally, we may impose fees for ancillary banking services, such as charges for wire transfers associated with deposits or withdrawals.
- 16.7. Under specific conditions, there may be extra charges that encompass statement fees, order cancellation fees, account transfer fees, telephone order fees, or fees imposed by any interbank agency, bank, contract, market, or other regulatory or self-regulatory organisations as a result of Lindex's provision of services.
- 16.8. Customers may be subject to additional charges for the acquisition of optional supplementary services that we provide.
- 16.9. Rollovers, also known as overnight interest or swaps, are financial transactions where parties exchange interest payments for holding a position overnight.
  - 16.9.1. At the conclusion of Lindex's trading day, any unfilled CFD positions may result in a daily financing fee.
  - 16.9.2. Should a financing charge be applicable, The Customer will be obligated to either make a direct payment to Lindex or have Lindex make the payment to The Customer, contingent upon the specific type of CFDs and The Customer's position.
  - 16.9.3. The calculation method for the financing charge varies based on the type of CFDs it applies to. Moreover, the extent of the financing fee will vary as it is linked to current interest rates, such as LIBOR.
  - 16.9.4. Based on the circumstances, the financing charge will be debited or credited to The Customer's account on the trading day immediately following the relevant day.
  - 16.9.5. Lindex possesses the power to alter the methodology used to determine the financing charge, the financing rates, and/or the categories of CFDs that are subject to the financing charge.
  - 16.9.6. The Customer must indemnify a commission for initiating and terminating specific types of CFDs. Lindex will deduct the commission payable from The Customer's account at the same time as the opening or closing of the corresponding CFDs.

- 16.9.7. CFD trades are influenced by the market value of a particular underlying asset, including future contracts' market value. Before the expiration date of the underlying asset linked to the Contract for Difference (CFD), a different asset will replace the original one, and the price of the CFD will be modified accordingly.
- 16.9.8. CFDs do not have a predetermined expiration date.
- 16.9.9. Continuous CFD trades are in progress, with periodic changes to the underlying assets they are linked to.
- 16.9.10. Lindex possesses the power to determine the underlying asset that CFDs are linked to, the date of replacing the underlying asset, and the criteria for substitution.
- 16.9.11. Upon substituting the underlying asset, the quotations of the CFDs will be altered, and The Customer's account will be adjusted by either adding or subtracting funds based on the disparity in quotations resulting from the substitution of the underlying asset.
- 16.9.12. The price disparity for the underlying assets is driven by the divergence in rates between selling and purchasing said assets in the market, resulting in distinct assessments for selling and purchasing transactions.
- 16.9.13. Customers will be subject to expenses associated with the spread cost when terminating the current contract and initiating a new one, along with a Standard Overnight Interest fee.
- 16.9.14. The number of debits will exceed the number of credits.
- 16.9.15. Suppose The Customer has any pending transaction at the trading day's close, as determined by Lindex or over the weekend. In that case, it will be automatically carried forward to the next business day. This prevents the transaction from being automatically terminated and settled in cash.
- 16.9.16. The Customer acknowledges that when carrying over such transactions to the following business day, there may be an adjustment of overnight interest applied to The Customer's account, either as an addition or subtraction, in relation to such transaction.
- 16.9.17. Lindex has the ability to determine the overnight interest accrued based on its own discretion.
- 16.9.18. The Customer authorises Lindex to modify the overnight interest in their account for any open transactions that have accrued overnight interest. The adjustment will be made daily at the designated collection time in accordance with the specific rate for each instrument as specified on the trading platform.
- 16.9.19. Complete information regarding the applicable fees can be found on the Website.

## **17. Interactions, assertions, and verifications**

- 17.1. Reports, statements, notices, trade confirmations, and other communications will be available

online. They can be delivered to the address provided by The Customer in a written or electronic communication to Lindex.

- 17.2. The Customer must promptly notify Lindex of any changes to its email address.
- 17.3. Communications are deemed received upon Lindex's provision to The Customer, irrespective of The Customer's actual access to the statement.
- 17.4. The Customer will be able to generate account statements daily, monthly, and annually. These statements will thoroughly summarise transaction activity, profit and loss, open positions, margin balances, and account credits and debits.
- 17.5. The Customer recognises the importance of carefully reviewing the trading reports related to their own trading activities, which are made available online by Lindex.
- 17.6. Suppose The Customer does not raise any objections within a period of two business days from the online posting. In that case, reports verifying orders and statements of accounts published by Lindex shall be deemed accurate, conclusive, and legally binding.
- 17.7. Initial objections can be expressed through email or telephone, but subsequent confirmation must be furnished in written form.
- 17.8. In the event that The Customer identifies any discrepancies in a report or statement, such as receiving incorrect credit amounts, it is imperative that they promptly inform Lindex and return the erroneous sum. If Lindex becomes aware of any errors, they have explicit authorisation to correct them by revising the report or statement and, if needed, considering it as a negative balance.
- 17.9. The Customer acknowledges that by providing its registration data to Lindex, it grants consent to Lindex, its subsidiaries, affiliates, and agents to transmit and The Customer to receive communications via telephone, facsimile, SMS, or email. The communications may include commercial content pertaining to The Customer's utilisation of the trading platform, encompassing information and offers from Lindex or third parties that Lindex deems advantageous or captivating to The Customer, such as newsletters, marketing materials, or promotional materials.
- 17.10. The Customer recognises that Lindex is not required to obtain The Customer's explicit consent prior to distributing such communications. Nevertheless, Lindex will cease the distribution of these communications upon receiving written notification from The Customer expressing their desire to discontinue receiving them.
- 17.11. Customers can quickly generate statements on the online trading platform at their convenience. These statements will record the exact time when the order was carried out and the current balance of the user's account. The timestamp of the client's order will be logged in our internal database.
- 17.12. Lindex will provide the client with a yearly statement that clearly outlines the details of funds held by the firm on behalf of the client at the end of the statement's designated period. The statements will also show any charges accrued during the specified period, if applicable.
- 17.13. Customers will have instant access to comprehensive account information, encompassing

transaction history, order fulfilment durations, and account balances.

## **18. Warranty disclaimer and limitation of liability**

- 18.1. Lindex and its subsidiaries, affiliates, or agents bear no responsibility for any loss or damage arising from events, actions, or omissions that are beyond their control. This encompasses any disruptions or errors in the transmission or communication of orders or information caused by the malfunction or failure of transmission or communication facilities or a loss of electrical power.
- 18.2. Lindex and its associated companies, partners, or representatives cannot ensure the continuous accessibility or flawless performance of the trading platform or any provided services, including Third Party Licenses. The trading platform and services are provided in their current state without any guarantee or warranty except as explicitly mentioned here.
- 18.3. Lindex and its affiliated entities or representatives shall not assume liability for any direct or indirect harm resulting from the utilisation or incapacity to utilise Lindex's trading platform or services, including Third Party Licenses. Potential harm can include various negative consequences such as monetary damages, disruption to business operations, setbacks in trading activities, loss or corruption of data, unauthorised access to systems, tampering, theft or destruction of The Customer hardware, software, data files, programs or information, as well as expenses incurred in the search for alternative goods or services.
- 18.4. The Customer recognises that this section represents a fair allocation of risk and is an essential element of this Agreement. Excluding this section would significantly modify the financial terms of this Agreement.
- 18.5. This restriction applies universally, regardless of the legal basis for the claimed liability, such as contract, tort, negligence, strict liability, or any other grounds. It remains in effect even if Lindex or any of its subsidiaries, affiliates, or agents have been made aware of the possibility of such harm.
- 18.6. Lindex and its subsidiaries, affiliates, or agents bear no liability or responsibility for compensating for data that cannot be used, lost or corrupted. The Customer transactions or data, regardless of the method or format.
- 18.7. This limitation of liability releases Lindex and its subsidiaries, affiliates, and agents from any obligation or liability for data that cannot be used, lost or corrupted. The Customer transactions or data may be caused by third-party software or networking products or services, internet-related problems, or events that are beyond Lindex's control.
- 18.8. Lindex and its subsidiaries, affiliates, and agents disclaim any liability or legal obligation for any breach of internet security or any disruptions, modifications, or delays in The Customer's internet connections, regardless of the underlying cause.
- 18.9. As the OTC market is not traded on an exchange, the prices at which Lindex carries out transactions or provides quotes may or may not be comparable to the prices offered by other OTC market makers.

- 18.10. In the event of a quoting or execution error, such as a misquoted price, an unfair market quote, an incorrect quote from a dealer, a quote error caused by hardware, software, or communication failures, or inaccurate external data feeds from third-party vendors, Lindex shall not assume liability for any resulting inaccuracies in account balances. In addition, if transactions are carried out or initiated based on an inaccurate quote, Lindex's trading room immediately identifies and corrects such incidents. The Customer acknowledges that the reset process may necessitate a substantial duration, during which The Customer may be unable to access their trading account, and any pending orders may not be executed.
- 18.11. Lindex has the discretion to offer The Customer an alternative quote or allow them to proceed with the transaction if it detects an inaccurate or outdated quote.
- 18.12. The Customer acknowledges that Lindex and its subsidiaries, affiliates, and agents shall not be liable for any loss or damage arising from or connected to the reset process.
- 18.13. License agreements with external parties:
- 18.13.1. Embedded third-party software within the Website or online trading platform is subject to the terms of this Customer Agreement that apply to the online trading platform.
- 18.13.2. The Customer must strictly comply with the terms of any third-party licenses we periodically provide.
- 18.13.3. We do not provide any explicit or implicit assurance, reparation, or support for the Third-Party Licenses, and we shall not be held accountable for any associated problems.
- 18.13.4. "Third-party licenses" are licenses acquired from external entities that govern the use of third-party software incorporated or utilised in the trading platform.

## **19. Risk of CFDs' volatility**

- 19.1. If The Customer directs Lindex to participate in any CFD transaction:
- (i) Any profit or loss arising from a fluctuation in CFDs will be entirely for Customer's account a(i) The Customer accepts full responsibility and risk for any financial profit or loss resulting from fluctuations in CFDs. The Customer assumes complete liability and exposure to any financial gain or loss arising from variations in CFDs.
- (ii) All initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, EUROS or Great British Pounds in such amounts as Lindex may in its sole discretion require; Lindex requires that all initial and subsequent deposits for margin purposes must be made only in U.S. Dollars, Euros, or Great British Pounds, in amounts determined solely at Lindex's discretion. Lindex mandates that all initial and subsequent margin deposits must be made in U.S. Dollars, Euros, or Great British Pounds, in amounts specified solely at Lindex's discretion. Lindex mandates that all initial and subsequent deposits for margin purposes must be made exclusively in U.S. Dollars, Euros, or Great British Pounds, in amounts determined solely at Lindex's discretion.



- (iii) Lindex has the authority to convert funds in The Customer's account for margin into foreign currency and back, using an exchange rate determined solely by Lindex. This exchange rate is based on the current money market rates.

## **20. Compensation for damages or losses incurred.**

- 20.1. The Customer agrees to indemnify and hold harmless Lindex, its subsidiaries, affiliates, agents, employees, successors, and assigns ("Lindex Indemnities") from any and all liabilities, losses, damages, costs, and expenses, including legal fees, incurred by any of the Lindex Indemnities as a result of The Customer's failure to fully and promptly fulfil their obligations stated in this agreement or under any Third Party License, or if any of The Customer's statements and warranties are determined to be false or inaccurate.
- 20.2. The Customer is required to promptly reimburse Lindex Indemnities for all damages, costs, and expenses, including attorney's fees, that are accrued in enforcing any provisions of this Agreement and any other agreements between Lindex and The Customer.
- 20.3. In addition to any limitations of liability specified elsewhere in this Agreement, Lindex indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:
  - (i) The actions or omission to act on the part of Customer ;(i) The actions or failure to act by The Customer ;
  - (ii) Any act or omission committed by any individual who gains access to The Customer's account, regardless of whether The Customer has granted authorisation or not;(ii) Any act or omission perpetrated by an individual who obtains access to The Customer's account, irrespective of whether The Customer has provided authorisation or not;
  - (iii) System malfunction, equipment failure (whether Customer's equipment or Lindex's equipment), system interruption;(iii) System malfunction, equipment failure (whether it be The Customer's equipment or Lindex's equipment), or system interruption;
  - (iv) Delays, failure or errors in implementing any instruction;(iv) Any delays, failures, or errors in the execution of any given instruction;
  - (v) Inaccurate or incomplete instructions received by Lindex from Customer; or(v) Lindex may receive instructions from The Customer that need to be more accurate or complete.
  - (vi) The Customer or any other third party with access to The Customer's account shall not rely on or use any financial and market data, quotes, news, analyst opinions, research reports, graphs, or any other data or information available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose.
- 20.4. Lindex shall be entitled to set off Customer's liabilities under this section from Customer's account.

## 21. ABUSIVE TRADING MARKET ABUSE AND MANIPULATION

### 21.1. PROHIBITION ON ARBITRAGE AND MANIPULATION

- 21.1.1. Arbitrage is not allowed when trading on Lindex, and any manipulation of prices, execution, or platform, as well as transactions based on errors, omissions, or misquotes on the Lindex platform, are strictly prohibited.
- 21.1.2. Price latency, connectivity delays, and price feed errors occasionally lead to a scenario where the displayed prices do not precisely reflect the current market rates. Arbitrage, which involves exploiting price differences in different markets, and "Scalping", which consists of taking advantage of delays in Internet transactions, are not possible in an over-the-counter (OTC) market where clients directly buy or sell from market makers.
- 21.1.3. Lindex reserves the right to intervene in transactions that depend on price latency or price feed errors. This intervention may involve voiding transactions that result from these practices, revoking profits, widening spreads, blocking trading, and making any other necessary corrections or adjustments to the account without prior notice.
- 21.1.4. Suppose Lindex has reason to suspect that The Customer has violated the terms and conditions by engaging in hedging activities within Lindex or with other brokers. In that case, Lindex has the authority to cancel any trades or profits linked to The Customer's account(s) and promptly close The Customer's account(s) at Lindex's sole discretion.

### 21.2. Trading that involves abusive practices and market manipulation:

- 21.2.1. Lindex has the ability to reduce our responsibility to you by creating similar positions with other institutions or in the actual market. By hedging, our trading activities can distort the underlying market for the index you are trading and affect our prices. This gives rise to the potential for market manipulation.
- 21.2.2. The Customer affirms and guarantees that each representation and warranty is considered to be repeated every time The Customer initiates or terminates a position.
  - (a) (a) The Customer will refrain from and has refrained from executing a trade with us that involves a specific index or any other CFD price if doing so would lead to The Customer or any other individuals with whom The Customer is coordinating having a financial exposure to the underlying instrument's price that could potentially result in market abuse or Abusive Trading. The exposure level can be equal to or greater than the value of a declarable interest in the corresponding financial instrument. In this context, the declarable interest level refers to the current level established by law or by the stock exchange(s) or other exchange where the underlying financial instrument is traded.

- (b) (b) The Customer has not and will not engage in any trading activity with us related to
    - (i) a placement, issuance, distribution, or similar event;
    - (ii) an offer, takeover, merger, or similar event;
    - (iii) any other corporate finance activity in which The Customer is involved or has an interest.
  - (c) The Customer is not allowed to participate in any activity that violates any primary or secondary legislation or other law pertaining to insider trading or market manipulation, such as initiating or closing a position or placing an order. The Customer acknowledges that Lindex may act under the assumption that when The Customer initiates or terminates a position or submits an order on a share price, The Customer may be considered as engaging in securities transactions as defined by the applicable laws or regulations.
- 21.2.3. If The Customer violates the given representations and warranties (including engaging in Abusive Trading) by placing or closing a trade or placing an order, or if Lindex has reasonable suspicion that The Customer may have done so, Lindex has the authority to, at its own discretion and without any obligation to inform The Customer of the reason, close the trade in question as well as any other open trades, if applicable. In addition, Lindex may also cancel any trades or profits associated with The Customer's account(s) and immediately close or suspend The Customer's account(s).
- 21.2.4. The Customer recognises that trades are speculative transactions and agrees not to engage in any transactions with us related to corporate finance activities.
- 21.2.5. The Customer recognises that engaging in transactions in the underlying market solely to influence our bid or offer prices would be inappropriate. The Customer agrees not to carry out any such transactions.

## **22. Execution of orders, stops and limits.**

- 22.1. Lindex will make diligent efforts to fulfil all orders that it may, at its own discretion, opt to accept, following the verbal, written, or computerised instructions provided by The Customer.
- 22.2. Lindex retains the authority to decline any order.
- 22.3. Lindex has the authority to permit The Customer to designate a closing price for a transaction on the trading platform using a "Close at Loss" and "Close at Profit" order. This is always subject to the terms of this Agreement and any additional terms and conditions that Lindex may introduce periodically.
  - 22.3.1. "Close at Loss" refers to an arrangement where a transaction is terminated at a price predetermined by The Customer. If the transaction involves buying a specific quantity of an instrument, the agreed price is lower than the initial transaction price. Conversely, if the transaction consists of selling a particular amount of an instrument, the agreed price is higher than the initial transaction price.

- 22.3.2. "Close at Profit" refers to an option for The Customer to close a transaction at a pre-determined price. The Customer sets this price, which is higher than the opening price for a buy transaction and lower than the price for a sell transaction.
- 22.4. Upon The Customer's offer and Lindex's acceptance of an order, The Customer, as a result of this, grants Lindex the authority to execute the transaction at the designated Close at Loss or Close at Profit price, as agreed upon in the order, without requiring any additional instructions or notifications from The Customer.
- 22.5. Lindex reserves the right to close the transaction when the price quoted on the trading platform matches the price accepted by Lindex for the order.
- 22.6. The Customer recognises and agrees that Lindex is not required to complete a transaction that does not meet any other agreed-upon restrictions for that transaction.
- 22.7. The Customer acknowledges and agrees that Lindex cannot provide a guarantee that a Close at Loss order will be executed at the specific level specified by The Customer due to market volatility and external factors beyond Lindex's control. Lindex will complete the transaction at the subsequent optimal price if such an event occurs.
- 22.8. Suppose Lindex's quote becomes more favourable to The Customer after they submit a "Limit Order" to open or close a transaction, such as a decrease in price for a purchase or an increase in price for a sale. In that case, The Customer agrees that Lindex will execute the closing transaction at a price specified by The Customer without any improvements. The Customer acknowledges and consents to Lindex's ability to retain the price movement for its own account.
- 22.9. The Customer acknowledges that a portion of Lindex's profits come from the price differences between buying and selling in each transaction. The spread refers to the disparity between the bid and ask prices in a transaction's price quote. Hence, if the fair market price decreases Lindex's spread in a particular transaction, Lindex has the option to not proceed with that transaction. In such a scenario, Lindex may provide The Customer with a revised quote for their evaluation. Lindex has the authority to finalise a transaction if the fair market price does not impact Lindex's spread from the transaction or if it actually increases it.

## **23. ACKNOWLEDGEMENT OF RISK**

- 23.1. The Customer recognises that investing in leveraged and non-leveraged transactions is speculative, carries a significant level of risk, and is suitable only for individuals who are capable of accepting the potential loss of their entire margin deposit.
- 23.2. The Customer acknowledges that due to the typically narrow profit margin in over-the-counter (OTC) trading, fluctuations in prices within the OTC market can lead to substantial financial losses.
- 23.3. The Customer affirms their readiness and capability, both financially and otherwise, to accept the risk associated with over-the-counter (OTC) trading. In exchange for Lindex carrying their account(s), The Customer agrees not to hold Lindex, its subsidiaries, affiliates, or agents liable for any losses

they may experience.

- 23.4. The Customer acknowledges that it is impossible to guarantee profits or ensure freedom from losses in over-the-counter trading.
- 23.5. The Customer acknowledges that they have not received any guarantees from Lindex or any of its representatives, introducing agents, or other entities with whom they have an Lindex account. Furthermore, The Customer states that they have not entered into this agreement based on or relying on any such guarantees or similar representations.
- 23.6. The substantial leverage in CFD trading can positively and negatively affect your investments. The use of leverage can result in significant losses as well as gains.
- 23.7. During periods of heightened volatility, the execution of orders may prove challenging or even unattainable.

## **24. SUGGESTIONS AND DETAILS**

- 24.1. The Customer acknowledges the following:
  - (i) Any market recommendations, signals and information communicated by any method of communication to The Customer by Lindex and any of its subsidiaries, affiliates, agents or by any person within Lindex does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that Lindex does not provide investment advice(i) Any market recommendations, signals, and information conveyed to The Customer by Lindex or any of its subsidiaries, affiliates, agents, or employees do not constitute an offer to sell or a solicitation to buy any over-the-counter contract. Furthermore, Lindex does not provide investment advice.
  - (ii) The recommendations and information provided by Lindex are based on sources that are believed to be reliable. However, it is essential to note that these recommendations and information may be solely based on a broker's opinion, and maybe income needs to be completed.
  - (iii) Lindex does not make any representation, warranty, or guarantee regarding the accuracy or completeness of the information or market recommendations provided to The Customer. The Customer recognises that they bear full responsibility for assessing the benefits and possible risks associated with any transaction they undertake with Lindex, regardless of whether the information is provided by Lindex or obtained elsewhere. Lindex disclaims any liability for any potential loss or harm, such as the loss of margin or profits, that may result directly or indirectly from the utilisation or dependence on the recommendations as mentioned earlier or information.
- 24.2. The Customer acknowledges that they bear full responsibility for evaluating the advantages and potential hazards of any transaction they engage in with Lindex, whether based on information provided by Lindex or otherwise.

- 24.3. The Customer acknowledges that Lindex and/or its officers, directors, affiliates, associates, stockholders, or representatives may hold a position in or plan to trade CFDs, which are the subject of market recommendations provided to The Customer. It is also acknowledged that the market position of Lindex or any of its officers, directors, affiliates, associates, stockholders, or representatives may not align with the recommendations given to The Customer by Lindex.
- 24.4. The Customer acknowledges that Lindex makes no representations concerning any trading activity's tax implications or treatment.

## **25. The Customer REPRESENTATIONS AND WARRANTIES**

- 25.1. The Customer represents and warrants that:
- (i) If The Customer is an individual, The Customer must possess mental soundness, be of legal age, and have legal competence.
  - (ii) Only The Customer possesses or will possess ownership of The Customer's account(s), and The Customer has not and will not provide any other person with a security interest in The Customer's account with Lindex (except for the security interest granted to Lindex in this agreement) without obtaining prior written consent from Lindex. The Customer has full beneficial ownership of all collateral and will not give any security interest in any collateral to any person (other than the security interest granted to Lindex hereunder) without Lindex's prior written consent.
  - (iii) The Customer, as a result of this, warrants that regardless of any subsequent determination to the contrary, The Customer is suitable to trade OTC and
  - (iv) The Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and if The Customer becomes so employed, The Customer will promptly notify us, at Lindex 's home office, in writing, of such employment.
  - (v) The Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Lindex, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favour of Lindex or to protect Lindex's interests with respect to any Collateral.
  - (vi) The Customer has read and understands the provisions contained in this Agreement, including, without limitation, Lindex's Risk Disclosure Statement and Privacy Statement.
  - (vii) The Customer will review this Agreement.
  - (viii) The Customer will not affect any transaction in The Customer's account unless The Customer understands this Agreement, and The Customer agrees that in effecting any transaction, it is deemed to represent that it has read and understands this Agreement as in effect at the time

of such transaction.

- (ix) The Customer agrees to and shall at all times comply with all applicable laws, statutes and regulations. The Customer, as a result of this, declares that the execution and delivery by The Customer of this Agreement and all other transactions contemplated hereunder and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. The Customer may not use this account with Lindex for any illegal activity.

## **26. ISLAMIC ACCOUNTS**

- 26.1. Suppose The Customer, due to their adherence to Islamic religious beliefs, is unable to receive or pay interest. In that case, they have the option to designate their trading account as an Islamic Account through Lindex. This type of account is exempt from any charges or entitlements related to overnight interest and/or rollovers.
- 26.2. If The Customer designates their account as Islamic, they must keep transactions in that account open for up to five days and refrain from using this privilege in any other way.
- 26.3. Lindex has the authority to terminate the advantage as mentioned earlier at any moment and implement any necessary measures at Lindex's complete discretion in response to the misuse of this benefit.
- 26.4. Possible actions involve designating the Islamic Account as a standard account and making necessary adjustments (such as deducting amounts equal to the interest paid by Lindex from the account), cancelling transactions, and modifying account balances retroactively.

## **27. Financial information disclosure**

- 27.1. The Customer affirms and guarantees that the financial information provided in their Application precisely depicts their present financial state.
- 27.2. The Customer affirms and guarantees that they have thoroughly evaluated the portion of their assets that they deem risk capital.
- 27.3. The Customer acknowledges that risk capital refers to the sum of money that The Customer is prepared to jeopardise, and its loss would not impact The Customer's lifestyle.
- 27.4. The Customer is obligated to promptly notify us if any alteration in The Customer's financial status leads to a decrease in The Customer's total assets, available funds, and/or investment capital.

## **28. NO ADDITIONAL AGREEMENTS THAT ARE SEPARATE FROM THE MAIN:**

- 28.1. The Customer acknowledges that they do not have a separate agreement with Lindex or any of its employees or agents regarding the trading in their Lindex account. This includes any agreement to

guarantee profits or limit losses in their account.

- 28.2. The Customer acknowledges that they must give explicit approval for each transaction before it is carried out unless they have granted someone else the authority to make trades on their behalf by signing Lindex's limited trading authorisation or by reaching a written agreement with Lindex. Any disputed transactions must be reported to Lindex's Compliance Officer per the notice requirements outlined in this Customer Agreement.
- 28.3. The Customer agrees to compensate and protect Lindex and its subsidiaries, affiliates, and agents from any damages or legal responsibility arising from The Customer's failure to promptly inform Lindex's Compliance Officer about any of the incidents mentioned in this agreement.
- 28.4. The sender must forward all necessary notifications, as stipulated in this section, to Lindex via support@vxmmarkets.com.

## **29. AFFILIATE REFERRAL DISCLOSURE**

- 29.1. Lindex may collaborate with advertising affiliates, referrers, and marketing partners ("Affiliates") that are entirely distinct and autonomous entities, separate from each other and Lindex. The agreement between Lindex and Affiliate does not create a joint venture or partnership, and Affiliate is not considered an agent or employee of Lindex.
  - 29.1.1. Lindex lacks control and cannot endorse or guarantee the accuracy or comprehensiveness of any information or guidance that The Customer may have received or may receive from Lindex's Affiliates or any other individual not employed by or representing Lindex. This pertains specifically to the risks associated with trading CFDs or engaging in such trading.
  - 29.1.2. As the Affiliate is neither an employee nor an agent of Lindex, Lindex does not endorse or guarantee the services offered by the Affiliate. The Customer is responsible for conducting thorough research on the Affiliate before utilising any of their services.
  - 29.1.3. The Customer acknowledges that in order to engage in trading with Lindex, The Customer must establish an account directly with Lindex. Lindex provides comprehensive risk disclosure information to all customers upon account opening. Customers are advised to peruse the provided data thoroughly and refrain from trusting any conflicting information from alternative sources.
  - 29.1.4. The Customer acknowledges that Lindex, its employees, agents, or any individual associated with Lindex have not made any representations or warranties regarding the future profits or losses in The Customer's account.
  - 29.1.5. The Customer acknowledges the high risk associated with CFD trading and that many individuals incur financial losses while engaging in such trading. It is important to note that all CFDs carry a significant risk of financial loss, regardless of whether they are executed



based on a specific system, course, programme, research, or recommendations provided by an affiliate, trading agent, or any other third party. In addition, The Customer acknowledges, agrees and understands that using a trading system, course, program, research or recommendations of an Affiliate, Trading Agent or any other third party will not necessarily result in profits, avoid losses or limit losses.

- 29.1.6. Given the elevated risk associated with CFDs, it is imperative for the Client to thoroughly evaluate their financial capacity to absorb potential losses before engaging in trading activities.
- 29.1.7. The Customer acknowledges that Lindex may compensate an affiliate for referring them to Lindex, and this compensation may be based on a per-trade or other arrangement. Additionally, the Client is entitled to receive detailed information regarding the exact nature of this compensation.
- 29.1.8. The Customer acknowledges that an affiliate may, under certain circumstances, also function as a trading agent. The Customer acknowledges that utilising a Trading Agent may result in an additional charge exceeding the typical spread typically offered by Lindex.
- 29.1.9. Lindex disclaims all liability for any loss incurred by The Customer due to relying on information or advice provided by any third party, including a Trading Agent or Affiliate.

### **30. AGENTS INVOLVED IN THE BUYING AND SELLING OF GOODS AND SERVICES:**

- 30.1. The Customer acknowledges that if they decide to give a third party (referred to as a "Trading Agent") the authority or control over their account, whether it be discretionary or non-discretionary, they are doing so at their own risk.
- 30.2. The Customer acknowledges that Lindex and its subsidiaries, affiliates, or agents will not be held responsible for reviewing The Customer's selection of a Trading Agent or its actions. Furthermore, Lindex will not provide any recommendations regarding the agent.
- 30.3. The Customer acknowledges and comprehends:
  - 30.3.1. That Lindex makes no warranties nor representations concerning any Trading Agent
  - 30.3.2. Lindex, its subsidiaries, affiliates, or agents shall not be responsible for any loss occasioned by the actions of the Trading Agent to the Customer.
  - 30.3.3. Lindex does not, by implication or otherwise, endorse or approve the operating methods of the Trading Agent.
- 30.4. Suppose The Customer grants trading authority or control over the customer's account to a Trading agent. In that case, The Customer agrees to enter into a power of attorney agreement ('POA') with the Trading Agent to permit the same and to furnish the POA to Lindex.
- 30.5. Upon receiving the POA, The Customer acknowledges that Lindex is authorised to strictly adhere to the instructions of the Trading Agent until The Customer provides written notification to Lindex to

revoke the POA or until the POA naturally expires. The Customer grants Lindex permission to withdraw funds from The Customer's Account per the agreed terms between The Customer and Trading Agent outlined in the POA.

- 30.6. The Customer recognises that the Trading Agent and numerous third-party vendors of trading systems, courses, programmes, research, or recommendations may operate without government regulation. The Customer is responsible for conducting thorough research on the Trading Agent before utilising any of their services and ensuring that the Agent is competent and suitable for their needs.
- 30.7. The Customer acknowledges that they or the Trading Agent may utilise an automated trading system. The Customer acknowledges that Lindex assumes no liability for any such system. The Customer acknowledges the potential for high trading volume and the resulting commissions that may arise from such systems and recognises the potential impact this may have on the Account's performance. The Customer acknowledges and assumes the risks involved in utilising computers and data feed systems, including but not limited to hardware or software failures, communication line or system failures, and the provision of inaccurate external data feeds by third-party vendors. Furthermore, The Customer agrees to indemnify Lindex against any losses incurred in the account as a result of these risks. The Customer acknowledges that Lindex and its officers, directors, vendors, employees, agents, associated persons, or Lindex personnel will not be held responsible for any breakdown or failure.
- 30.8. The Customer acknowledges that utilising a Trading Agent may result in incurring an additional charge exceeding the typical spread typically offered by Lindex. The specifics of any such markup will be outlined in the agreement between the Trading Agent and the Customer.
- 30.9. The Customer acknowledges that any decisions or actions made by the Trading Agent on behalf of The Customer will be considered as if The Customer made them. The Customer will be responsible for any losses or gains resulting from the Trading Agent's actions.
- 30.10. The Customer agrees to compensate and protect Lindex from any and all legal responsibilities, financial losses, damages, expenses, and legal fees that result directly or indirectly from the Trading Agent's management of the account, including any actions, instructions, or omissions by the Trading Agent.
- 30.11. The Customer recognises that trading CFDs carries a significant level of risk. Therefore, The Customer also acknowledges that they should thoroughly evaluate the decision to trade through Lindex, whether with the assistance of a Trading Agent or otherwise if the Trader does not possess capital that they can afford to lose.

### **31. The Customer INFORMATION DISCLOSURE**

- 31.1. Lindex will maintain strict confidentiality of customer and/or prospective customer information and will only disclose it to its employees, agents, partners, and associates as necessary for normal business operations, such as banking or credit relationships, or as stated in Lindex's Privacy

Statement.

- 31.2. Lindex has the authority to reveal information about The Customer and their transactions to regulatory agencies and law enforcement authorities if requested or if there is a court order or subpoena.
- 31.3. Lindex may distribute or trade anonymised statistical data without revealing The Customer's identity.

## **32. TERMINATION**

- 32.1. This Agreement will remain in effect until it is terminated. The Customer has the right to terminate this Agreement at any time by providing written notice at least three days in advance (which can be done via email) when The Customer no longer has any CFDs and does not owe any liabilities to Lindex. Lindex, on the other hand, can terminate this Agreement at any time by sending written notice of termination to Customer. It is important to note that such termination will not affect any previous transactions and will not release either party from any obligations stated in this agreement. Furthermore, The Customer will still be responsible for any deficit balance that may arise.
- 32.2. Specific provisions will remain in effect even if this Agreement is terminated for any reason.

## **33. Protection of intellectual property and maintaining confidentiality.**

- 33.1. The entirety of the Website, including its contents and any related materials, is protected by copyright, trademark, trade secret, and other intellectual property rights. These rights belong exclusively to Lindex and its licensors. Third-party materials available on the Website are owned by their respective third parties. Customers have no ownership or rights to the Lindex IP except for the right to access and use it as specified in this agreement.
- 33.2. The Customer recognises that the Lindex IP is confidential and has been created through significant expertise, time, effort, and financial resources.
- 33.3. The Customer shall ensure the confidentiality of Lindex's intellectual property and not grant third-party access to the Website.
- 33.4. The Customer is prohibited from disclosing, disseminating, or otherwise providing any information obtained from or pertaining to the Lindex intellectual property to any third parties.
- 33.5. The Customer is prohibited from replicating, altering, disassembling, reverse engineering, or creating derivative works of the Lindex intellectual property or its operational methods.
- 33.6. If The Customer has comments on Lindex's services or ideas on how to improve them, The Customer is welcome to contact Lindex. By agreeing to this, The Customer gives Lindex an everlasting, cost-free, unchangeable, transferable authorisation, with the right to grant others permission to utilise and include The Customer's ideas or comments into Lindex's services and to otherwise take advantage of The Customer's ideas and comments, all without any form of payment.

#### **34. RECORDINGS**

- 34.1. The Customer acknowledges and agrees that all discussions pertaining to their account(s) between The Customer and Lindex staff may be electronically recorded, with or without the use of an automatic tone warning device.
- 34.2. The Customer also consents to utilising the recordings and transcripts by Lindex, its subsidiaries, affiliates, and agents for any dispute or legal proceeding that may occur.
- 34.3. The Customer acknowledges that Lindex regularly eliminates these recordings per Lindex's established business procedures, and The Customer hereby consents to this destruction.

#### **35. Legal limitations**

- 35.1. The Customer acknowledges that financial contract laws differ globally, and it is solely the Customer's responsibility to ensure full compliance with any applicable laws, regulations, or directives regarding website use in their country of residence.
- 35.2. To clarify, accessing Lindex's Website does not automatically imply that Lindex's services and/or the activities conducted by The Customer through it comply with the legal requirements, regulations, or directives of The Customer's country of residence.
- 35.3. This website is not intended to be used as an offer or solicitation to individuals in jurisdictions where such activities are not authorised or to individuals to whom it is illegal to make such an offer or solicitation.
- 35.4. Access to this Website and the ability to trade financial contracts on this site may be limited in certain jurisdictions. Therefore, users accessing this site must familiarise themselves with and comply with any applicable restrictions.

#### **36. Statement**

- 36.1. By agreeing to this Agreement, The Customer affirms that the funds deposited in their account with Lindex are not derived from drug trafficking, kidnapping, or any other illegal activities.

#### **37. Taxation**

- 37.1. The Customer acknowledges, comprehends, and consents to the fact that, as a general rule, Lindex does not gather taxes for any governing body in any way or fashion.
- 37.2. The Customer is solely responsible for calculating and paying all taxes that apply to them in their country of residence or that arise from their trading activity using Lindex's services.

- 37.3. The Customer acknowledges that they are solely responsible for fulfilling their tax obligations. However, Lindex has the right to deduct any necessary taxes from the activity's results as the law requires. It is important to note that Lindex is not obligated to do so.
- 37.4. The Customer acknowledges that the amounts they can withdraw from their account are "gross amounts" and that Lindex has the right to deduct taxes from these amounts. The Customer understands that they have no recourse against Lindex for these deductions.

### **38. Fee for lack of activity**

- 38.1. The Customer acknowledges that The Customer's trading account may be subject to monthly inactivity fees unless prohibited by law. Following a continuous period of 3 months without any activity referred to as the "Inactivity Period," an additional fee will be subtracted from the total value of The Customer's trading account each subsequent month during the Inactivity Period. The fees are specified on the Admin Fees page displayed on the Website.
- 38.2. The relevant fees that can be applied may be modified at regular intervals.

### **39. Procedures for Account Identification**

- 39.1. The Customer acknowledges that relevant legislation mandates financial institutions to acquire, authenticate, and document information identifying every individual initiating an account.
- 39.2. The Customer acknowledges that Lindex takes measures to prevent fraud and verify The Customer's identity.
- 39.3. As per the agreement, The Customer has given or will promptly provide Lindex with the necessary identification information and documents after opening the trading account. These include a photocopy of The Customer's identification, a utility bill (such as a phone or property tax bill), and photocopies of both sides of The Customer's credit card (if a deposit was made using a credit card).
- 39.4. The Customer affirms that they have provided authentic, precise, up-to-date, and comprehensive information during the registration procedure. Furthermore, The Customer asserts that they have not pretended to be someone else or misrepresented any connection with another individual, organisation, or association. They have also refrained from using false headers or any other means to hide their identity from Lindex for any reason.

### **40. PROCEDURES FOR WITHDRAWAL AND DEPOSIT**

- 40.1. The Customer acknowledges and accepts Lindex's procedures regarding withdrawals and deposits to accounts as outlined below:
  - I. Withdrawal orders: The provision of documentation, as may be required from time to time by anti-money laundering regulations, credit card companies, and Lindex, is a prerequisite prior

to the execution of a withdrawal order.

- II. The Customer acknowledges that withdrawals may take longer than expected for numerous reasons, some in Lindex's control and some not.
- III. As per the regulations of credit card companies, when a withdrawal is made, credit card deposits can be returned to the same credit card. Lindex has the discretion to decide whether a withdrawal from a bank account, which was initially funded by credit cards, will be returned to the credit card or to the bank account. Withdrawals to bank accounts may take longer due to additional security procedures.
- IV. Credit Card Deposits Variance: If The Customer selects a base currency other than USD, their credit card may be charged amounts slightly different from the initial deposit due to exchange rates and fees imposed by credit card companies. The Customer hereby accepts that such variations may occur and affirms that The Customer shall not seek to object to or charge this back.
- V. When depositing a Bank Transfer, in compliance with anti-money laundering regulations, The Customer must use a bank account located in The Customer's country of residence and registered under The Customer's name. Any withdrawal of funds from a customer's Lindex account to a bank account can only be refunded to the same account from which the funds were initially received.
- VI. When you choose to deposit funds using alternative payment methods such as internet payment vendors or money transfer services instead of credit cards or banks, you are agreeing to and acknowledging the regulations and rules of that service. This includes fees and other restrictions that may apply. Lindex, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit in accordance with anti-money-laundering regulations.

#### **41. STATEMENTS**

- 41.1. The Customer hereby consents to receive account statements and trade confirmations online.
- 41.2. The Customer is responsible for alerting Lindex to any change in their e-mail address.
- 41.3. The Customer hereby grants consent to receive account statements and trade confirmations electronically, transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc.
- 41.4. Physical copies of Monthly Customer statements are only provided upon request and may incur an extra fee.

- 41.5. Statements are considered received once Lindex makes them available to The Customer, regardless of whether The Customer actually views the statement.
- 41.6. This consent will remain in effect until The Customer revokes it in writing and Lindex receives the revocation in accordance with the terms of this Customer agreement.

#### **42. Agreement to Use Electronic Signature**

- 42.1. By digitally signing Lindex's account agreement and associated documents, The Customer acknowledges receiving The Customer account letter, The Customer agreement, and other documents included in Lindex's electronic account package. The Customer also agrees to abide by the terms and conditions outlined in these documents.
- 42.2. Furthermore, by signing Lindex's account agreement and associated documents, The Customer is giving consent to Lindex for the retention of electronic records of The Customer's trades and accounts and the receipt of such records by The Customer.

#### **43. Waiver and amendment**

- 43.1. The Customer understands, acknowledges, and agrees that Lindex has the power to modify or change this Agreement at any time.
- 43.2. Lindex will notify The Customer of any such amendment or change by posting it on Lindex's website or by sending an e-mail message to The Customer at least five days before it takes effect.
- 43.3. The Customer acknowledges their obligation to adhere to the terms of any amendment or modification on the specified date.
- 43.4. Suppose The Customer disagrees with any such modification or alteration. In that case, The Customer is obliged to liquidate their open positions and provide Lindex with instructions regarding the handling of all assets in their account within ten (10) business days after receiving notice of the modification or alteration, either through Lindex's website or any other means of communication with The Customer.
- 43.5. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Lindex or failure of Lindex's agents to assert its rights under this Agreement on any occasion or series of occasions.
- 43.6. Any verbal agreements or instructions contradicting this shall not be acknowledged or enforced.

#### **44. Complete and comprehensive agreement**

- 44.1. This Agreement, along with all mentions of Lindex's policies and procedures, as well as the Risk Disclosure Statement, Trading Conditions and Charges, and Privacy Statement, constitutes the complete agreement between Lindex and The Customer, replacing any previous written or verbal agreements.

#### **45. ASSIGNMENT**

- 45.1. The Customer is prohibited from assigning or transferring any of its rights or obligations under this Agreement to a third party without obtaining Lindex's written consent. Any attempted assignment or transfer in violation of the preceding will be void. Lindex may freely assign this Agreement.

#### **46. Applicable Law and Jurisdiction**

- 46.1. The agreement terms, encompassing the rights and obligations of all parties, alongside any legal or administrative actions tied to this agreement or the transactions it contains, shall be governed by and construed in accordance with the laws of the Union of Comoros and Lindex. The Customer hereby agrees to submit to the non-exclusive jurisdiction of the Union of Comoros Courts and cannot revoke this agreement.

#### **47. Enforceability**

- 47.1. This Agreement is ongoing and applies to all of the customer's accounts, both individually and collectively, that are opened or reopened with Lindex, regardless of any changes in the personnel of Lindex or its successors, assigns, subsidiaries, affiliates, or agents.
- 47.2. This Agreement and all permissions will be advantageous to Lindex and its subsidiaries, affiliates, agents, successors, and assigns, whether through merger, consolidation, or any other means. It will also be legally binding on The Customer and/or the estate, executor, trustees, administrators, legal representatives, successors, and assigns of The Customer.
- 47.3. The Customer hereby affirms and endorses all transactions with Lindex that occurred prior to the date of this Agreement. The Customer also agrees that their rights and obligations pertaining to these transactions will be governed by the provisions of this Agreement.

**The Customer acknowledges receipt, reading, and understanding of the Customer as mentioned earlier in the agreement and hereby consents to be legally obligated by all its terms and conditions.**

The website is managed by Lindex Capital Ltd (Reg. No. 15703), an international brokerage and Clearinghouse regulated by the Offshore Finance Authority of the Union of Comoros. It holds license number L15703/LC, and its registered office is at Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros. The website operates through the domain <https://vxmmarkets.com/>