



BXPRO CLIENT AGREEMENT

Terms and Conditions — Last updated: [03/07/2026] | Version 1.0

This Agreement is the principal agreement between BXPRO Limited ("Company," "BXPRO," "we") and the Customer, and governs the Customer's trading account and all transactions concluded through BXPRO's online trading platform, website, or by telephone. This Agreement, together with BXPRO's Privacy Policy, Risk Disclosure Policy, AML & KYC Policy, Market Abuse Policy, Swap-Free Account Policy, Withdrawal & Refund Policy, Complaints Handling Policy, and Website Terms of Use (each incorporated by reference and together the "Client Terms"), constitutes the entire agreement between the Customer and BXPRO. In the event of any discrepancy between this Agreement and any other contract or file exchanged with the Customer, this Agreement shall prevail unless that other document expressly states otherwise. In the event of any discrepancy between this Agreement and a translated version, including any Arabic-language version, the English version shall prevail.

1. DEFINITIONS

Unless the context otherwise requires, the following expressions have the meanings set out below. Terms not defined here have the meaning given in BXPRO's other Client Terms.

Access Device:	any device (computer, mobile phone, or other) used by the Customer to access the System.
Account / Trading Account:	one or more online trading accounts opened by the Customer with BXPRO.
Applicable Law:	all laws, regulations, and regulatory requirements applicable to BXPRO and its products, including those of Saint Lucia.
Assets:	all funds, financial products, OTC-CFD contracts, cryptocurrency, and foreign exchange contracts held by BXPRO on the Customer's account.
Authorized User:	any person the Customer has notified BXPRO in writing is authorized to act on the Customer's behalf.
Business Day:	any day other than a Saturday, Sunday, or a day on which banks in Saint Lucia are customarily closed.
Cash Margin:	the amount required to be deposited by the Customer as cover against exposure on open positions.
Executing Broker / Liquidity Provider:	any broker or provider that executes a transaction on behalf of BXPRO in the market for the benefit of the Customer.
Fast Market:	a market condition involving severe imbalance of trades, combined with high volatility and/or heavy trading volume.
OTC-CFD:	Over-The-Counter Contracts for Difference — financial instruments exposing the Customer to price movement of an underlying asset without ownership of that asset.
Products:	Spot FX Contracts, OTC-CFDs, cryptocurrency instruments, and any other product BXPRO makes available from time to time.
System:	BXPRO's online trading platform, website, and related infrastructure.
Trading Policy:	product specifications and trading rules published by BXPRO, updated from time to time, forming an integral part of this Agreement.

2. THE SERVICES

BXPRO provides trading services and related services accessible via computer, telephone, or wireless transmission through the System. The Customer is responsible for procuring the hardware, software, and internet connectivity



required to access the System, and BXPRO is not responsible for any inaccessibility resulting from the Customer's own technology.

The Services are provided on an "as is," "as available" basis. BXPRO does not warrant that the System will be uninterrupted or error-free. BXPRO acts only as principal counterparty or, where applicable, agent executing through a liquidity provider; it does not act as the Customer's investment adviser. See BXPRO's Risk Disclosure Policy for the full risk profile of trading BXPRO Products.

BXPRO reserves the right to suspend or terminate the Customer's access to the System, in whole or in part, at its discretion, for reasons including unauthorized use of login credentials, breach of the Client Terms, or discontinuance of BXPRO's access to third-party pricing or infrastructure providers. BXPRO will have no liability to the Customer for such suspension or termination, save where prohibited by Applicable Law.

3. ELIGIBILITY AND CUSTOMER REPRESENTATIONS

3.1 General Representations

The Customer represents and warrants that: (a) if an individual, the Customer is at least 18 years old and has full legal capacity to enter into this Agreement; (b) if a company or corporation, it is properly formed and incorporated, and the person signing this Agreement is duly authorized to do so; (c) all information provided to BXPRO is true, correct, and complete, and the Customer will notify BXPRO immediately of any change; (d) entering into this Agreement does not violate any law applicable to the Customer; and (e) the Customer is not resident in, or a citizen of, any jurisdiction where use of BXPRO's services would be unlawful.

3.2 US Persons

The Customer represents that they are not a citizen, resident, or taxpayer of the United States of America, and BXPRO does not knowingly open or maintain accounts for US persons.

3.3 Sanctions & Prohibited Jurisdictions

The Customer represents that neither they, nor any beneficial owner, officer, or authorized representative acting on their behalf, is a person or entity designated on any sanctions list maintained by the United Nations, the European Union, the United Kingdom, the United States (OFAC), or any other applicable competent authority, nor resident in a jurisdiction subject to comprehensive sanctions or designated by BXPRO as a Prohibited Jurisdiction. This representation is continuing and must remain true throughout the Customer's relationship with BXPRO.

3.4 No Advice Given

The Customer acknowledges that BXPRO has not offered, solicited, or promoted any product to the Customer, nor provided any investment advice, and that the Customer has had sufficient time to review this Agreement and all related Client Terms and may seek independent legal and financial advice before entering into it.

3.5 Corporate and Trust Accounts

Where the Customer is a company, the Customer and its authorized representatives further represent that the Customer is duly authorized under its constitutional documents to enter into this Agreement and trade the Products, is under no legal incapacity, is financially sound, and that persons identified to BXPRO as authorized to trade on the Customer's behalf have full power to do so. Where the Customer enters into this Agreement as trustee of a trust, the Customer additionally represents that the trust is validly constituted, that the Customer is duly appointed trustee, and that the



Customer will not amend the trust instrument or distribute trust assets in a manner inconsistent with this Agreement without BXPRO's prior written consent.

3.6 Client Categorization

BXPRO offers its services to clients on a retail basis unless a client is expressly categorized otherwise in writing by BXPRO. Client categorization affects the scope of protections available under this Agreement, including as referenced in BXPRO's Risk Disclosure Policy. A client may request reclassification, which BXPRO may accept or decline at its discretion, subject to any conditions BXPRO considers appropriate.

3.7 Account Types

BXPRO offers Standard trading accounts, Cryptocurrency trading accounts, and Swap-free (Islamic) accounts, the latter subject to BXPRO's Swap-Free Account Policy. BXPRO may introduce additional account types from time to time, each subject to the specific terms published for that account type at the time it is offered.

4. PRIVACY, CONFIDENTIALITY & DATA PROTECTION

BXPRO's collection, use, and protection of Customer personal data is governed by BXPRO's Privacy Policy, which forms part of this Agreement. BXPRO will not disclose Customer information except as required by Applicable Law, to relevant regulatory or supervisory authorities, to liquidity providers and payment processors as necessary to provide the Services, or with the Customer's consent. The Customer acknowledges that data transmitted over the internet or by other electronic means cannot be guaranteed fully secure, and BXPRO is not liable for interception by unauthorized third parties except where caused by BXPRO's own negligence or wilful default.

5. CUSTOMER DUE DILIGENCE AND KYC DOCUMENTS

The Customer agrees to provide all KYC documents requested by BXPRO as part of its account opening and ongoing due diligence procedures, in accordance with BXPRO's AML & KYC Policy. Where the Customer's deposits exceed USD 10,000 in aggregate at any point within the first year of trading, or such other threshold as BXPRO sets from time to time, the Customer agrees to provide all further documents, information, and records reasonably requested, including proof of identity and source of funds. Failure to provide requested documentation in a timely manner may result in the freezing, restriction, or termination of the Account, consistent with BXPRO's AML & KYC Policy.

6. GENERAL CONDITIONS

6.1 Indemnity

The Customer agrees to indemnify BXPRO against any debts, claims, fees, expenses, and damages arising from: negligence, error, or deliberate misconduct by the Customer or an Authorized User; breach of Applicable Law by the Customer; or breach of any provision of this Agreement, including reasonable legal fees. This indemnity survives termination of this Agreement.

6.2 Intellectual Property

Neither party may use the other's name, trademarks, or intellectual property without prior written consent, except as expressly provided in this Agreement.



6.3 Assignment

The Customer may not transfer, assign, or sell any right or obligation under this Agreement without BXPRO's prior written consent. BXPRO may transfer or assign this Agreement to any Affiliate or successor entity without the Customer's consent, provided the Customer is notified.

6.4 Amendments

BXPRO may amend this Agreement, the Trading Policy, or any Client Term from time to time by posting notice on its website and, where reasonably practicable, notifying the Customer by email. Amendments take effect on the earlier of five (5) Business Days after posting, or the date the Customer enters into a new transaction after the amendment. Continued use of the Services after an amendment constitutes acceptance of it. If the Customer does not agree to an amendment, the Customer must notify BXPRO and cease using the Services, except as necessary to close the Account.

7. CUSTOMER ACCOUNT OPERATIONS

7.1 Authorized Users

The Customer may provide BXPRO with a list of Authorized Users permitted to act on its behalf. Instructions from an Authorized User are deemed authorized by, and binding on, the Customer. The Customer must notify BXPRO immediately of any change to its Authorized Users and indemnifies BXPRO against any loss arising from an Authorized User's actions.

7.2 Contract Formation

BXPRO has discretion whether to establish a contract with the Customer or an Authorized User, whether by telephone or via the online platform. If BXPRO exercises this discretion, a binding transaction contract is formed at the quoted price. BXPRO is not obliged to give reasons if it declines to establish a contract, but will notify the Customer within a reasonable time. BXPRO will not accept instructions given by a Customer or Authorized User attending a BXPRO office in person.

7.3 Deposits and Margin

Before establishing any trading contract, the Customer must deposit sufficient funds into their Account unless otherwise approved by BXPRO. BXPRO will indicate the margin required for each contract. Payments in any currency are calculated at the prevailing market exchange rate. Any outstanding balance owed by the Customer may be settled by bank transfer, card, or other payment method made available by BXPRO from time to time, subject to BXPRO's AML & KYC Policy and the third-party payment restrictions set out in it.

7.4 Call and Communication Recording

The Customer acknowledges and agrees that BXPRO may record telephone conversations and monitor electronic communications between the Customer (or any Authorized User) and BXPRO. Such recordings are BXPRO's property and may be used to resolve disputes regarding the terms of a transaction, and for training and monitoring purposes.

8. ONLINE TRADING PLATFORM AND SECURITY

The Customer will be able to enter into a contract at the price quoted on the online platform. Transactions completed using the Customer's assigned login credentials are deemed authorized by the Customer, regardless of whether the credentials were used by the Customer personally. The Customer must keep login credentials confidential and notify



BXPRO immediately of any suspected unauthorized access. BXPRO may suspend, revoke, or refuse access to the platform at any time for reasons including security, service quality, non-payment of amounts due, or breach of this Agreement.

9. FEES, CHARGES AND THIRD-PARTY COSTS

The Customer agrees to pay BXPRO's brokerage commissions, fees, spreads, and other charges applicable to the Account, as published in BXPRO's fee schedule and updated from time to time with notice to the Customer. BXPRO may debit the Account directly for amounts due. If the Account balance is insufficient, the Customer authorizes BXPRO to realize Assets in the Account to recover the amount owed. Where a payment transaction involves intermediary or receiving-bank fees, these may not always be calculable or disclosable in advance due to the nature of international payment routing, and the Customer is responsible for such fees; BXPRO will use reasonable endeavors to disclose known fees in advance.

10. FORCE MAJEURE

BXPRO is not liable for any delay or failure to perform its obligations under this Agreement where such delay or failure is caused by Force Majeure, including but not limited to acts of God, war, civil unrest, communication or power failures, software or hardware failure, or unauthorized access or theft, in each case beyond BXPRO's reasonable control. Where BXPRO determines a Force Majeure event exists, it may, at its discretion and without notice: close some or all open positions at a closing level it reasonably believes appropriate; suspend or modify any term of this Agreement to the extent the Force Majeure event makes compliance impossible or impractical; alter the last trading time for a particular contract; or take any other action it reasonably considers appropriate having regard to BXPRO's, the Customer's, and other clients' positions. BXPRO is not liable to the Customer for any loss arising from such actions.

11. CLIENT FUNDS, DEPOSITS AND CHARGEBACKS

11.1 Segregation of Funds

Unless otherwise agreed in writing and to the extent required by Applicable Law, BXPRO will hold Client funds in one or more accounts segregated from BXPRO's own operating funds. The Customer is not entitled to interest on funds deposited with BXPRO. The Customer acknowledges that, unless notified otherwise, Client funds may be held with a bank, intermediate broker, market, settlement agent, clearing house, or counterparty located outside Saint Lucia, and that the legal and regulatory regime applying to such funds may differ from that of Saint Lucia. BXPRO is not liable for losses arising from the insolvency, bankruptcy, or default of any such third party, except to the extent caused by BXPRO's own gross negligence, wilful default, or fraud.

Where the Customer transfers ownership of funds to BXPRO for purposes other than trading (including as security for actual or contingent liabilities), those funds are not treated as segregated Client funds for the purposes of this clause.

11.2 Trading Losses Are Not Refundable

Funds deposited by the Customer are made available for trading at the Customer's own instruction and discretion, in accordance with BXPRO's Risk Disclosure Policy, which the Customer confirms they have read and accepted. The Customer agrees that a trading loss resulting from their own trading activity does not constitute grounds for a refund, reversal, or compensation of any kind, regardless of the payment method originally used to fund the Account. This clause is further detailed in, and should be read together with, BXPRO's Withdrawal & Refund Policy.



11.3 Card Payments and Chargebacks

Where the Customer funds their Account by debit or credit card (including Visa or Mastercard), the Customer agrees that a trading loss, or dissatisfaction with a trading outcome, is not valid grounds for a chargeback, "money-back," or card payment dispute claim with the card issuer or bank, and that BXPRO's execution-only services are duly rendered upon execution of each trade. The Customer agrees that BXPRO may contest any such chargeback, and may suspend or permanently close the Account and pursue recovery of any resulting loss in the circumstances, and to the extent, set out in BXPRO's Withdrawal & Refund Policy.

11.4 Payment Service Providers

The Customer acknowledges that BXPRO uses third-party Payment Service Providers, banks, and card networks to process deposits and withdrawals, and that BXPRO is not responsible for loss of funds, delay, or error arising from an incorrect payment detail provided by the Customer, a wrong or misdirected transfer caused by the Customer or their bank or payment provider, or a technical glitch, outage, or error at the level of a third-party payment provider, once BXPRO has correctly submitted the relevant instruction for processing, as further set out in BXPRO's Withdrawal & Refund Policy.

12. CRYPTOCURRENCY WALLET OWNERSHIP AND RESPONSIBILITY

The Customer acknowledges and agrees that they are the sole owner and beneficiary of funds deposited in any cryptocurrency wallet used in connection with their Account, and is solely responsible for the security, maintenance, and safekeeping of that wallet and its private keys. The Customer must not share wallet private keys or allow any third party to use the same wallet for transactions on their Account, and must not allow any third party to deposit or withdraw funds on their behalf, consistent with BXPRO's AML & KYC Policy and Withdrawal & Refund Policy. The Customer indemnifies and holds BXPRO harmless from claims, losses, or costs arising from unauthorized use of the Customer's wallet. BXPRO is not liable for indirect or consequential loss arising from the provision or use of any cryptocurrency wallet or trading platform functionality, except where such loss arises directly from BXPRO's gross negligence, wilful default, or fraud.

13. MARGIN, LEVERAGE, AND NEGATIVE BALANCE PROTECTION

13.1 Leverage

BXPRO offers leverage up to the maximum ratio applicable to the Customer's account type and jurisdiction, as published on BXPRO's platform and fee schedule. BXPRO may adjust available leverage, including reducing it for a specific Customer, instrument, or market-wide, at its discretion, including during periods of high volatility or low liquidity.

13.2 Margin Requirements and Forced Liquidation

The Customer must ensure their Account maintains an equity-to-margin ratio at or above the minimum level published by BXPRO from time to time (currently, and by way of example only, no less than 10% for standard execution). If the Customer's equity-to-margin ratio falls to or below that minimum level, BXPRO has the right, without prior notice, to liquidate all or part of the Customer's open positions, regardless of whether those positions are in profit or loss at the time. The Customer remains responsible for ensuring sufficient margin at all times, and acknowledges that a lock or hedge position does not eliminate the risk of forced liquidation.



13.3 Negative Balance Protection

BXPRO currently provides Negative Balance Protection to retail Customers, as described in BXPRO's Risk Disclosure Policy. This means that, under normal trading conditions, a Customer's losses on an Account are limited to the funds held in that Account, and BXPRO will absorb any negative balance that may otherwise arise from extreme market conditions, gapping, or execution events. For the avoidance of doubt, and notwithstanding any provision elsewhere in the Client Terms, the Customer shall not be required to make any further payment to BXPRO in respect of a negative Account balance arising from ordinary trading activity, save where Negative Balance Protection has been validly withdrawn from that Customer under clause 13.4 or under BXPRO's Market Abuse Policy.

13.4 Exclusions and Abuse of Negative Balance Protection

Negative Balance Protection is intended to protect genuine retail trading activity. It does not apply, and BXPRO may reclaim any resulting shortfall from the Customer, where the negative balance arises from: the Customer's breach of this Agreement; conduct that BXPRO reasonably determines to be market abuse under BXPRO's Market Abuse Policy; or the deliberate accumulation of opposing positions across multiple accounts (whether the Customer's own accounts, related accounts, or accounts coordinated with other clients or referrers) ahead of major economic events, scheduled announcements, or market closures, structured with the intent of profiting on some accounts while relying on Negative Balance Protection to absorb losses on others. BXPRO may review and take action under this clause in respect of trading activity going back up to twelve (12) months from the date the activity is identified.

13.5 Credit Lines

BXPRO may, at its absolute discretion, grant the Customer a credit line for the purpose of establishing or maintaining a contract, denominated in USD or another currency of BXPRO's choosing. BXPRO is not obliged to provide, maintain, or extend any credit line, and may reduce or withdraw an established credit line at any time with notice to the Customer. Any use of a credit line remains subject to clauses 13.3 and 13.4 above.

14. ORDER EXECUTION

14.1 Nature of Execution

BXPRO does not guarantee that the Customer will have direct, permanent access to the underlying marketplace, or that orders will be automatically executed. Orders may be routed to executing brokers, liquidity providers, or market makers for execution. Delays may occur in executing, cancelling, or modifying orders, particularly during Fast Market conditions, and the price at which an order is actually executed may differ from the price displayed at the time the order was placed.

14.2 Cancellation and Modification

BXPRO cannot guarantee that a request to cancel or modify an order will be effective, regardless of when the request was submitted, and is not affected unless BXPRO has had sufficient time to process the request before the original order is executed. Attempts to modify, cancel, or replace an order may result in over-execution or duplicate execution, for which the Customer remains responsible.

14.3 Quotation and Reporting Errors

BXPRO is not liable for any loss, claim, or damage arising from an obvious quotation error, whether caused by BXPRO or a third party, and reserves the right to make necessary adjustments to correct such errors, resolving any



resulting dispute on the basis of fair market value. Similarly, late or corrected reports from the marketplace will be reflected in the Customer's Account to match what actually occurred in the marketplace.

14.4 Order Routing

Customer orders are generally executed on a first-come, first-served basis. BXPRO's order routing system is designed to seek the best available execution terms for the Customer's order, without guaranteeing any particular outcome.

14.5 Restrictions on Instructions

All trading instructions must be given through the trading platform, website, or by telephone using BXPRO's published contact numbers. BXPRO has no obligation to act on instructions given by email or voicemail, even where BXPRO has actual knowledge of such instructions.

14.6 Account Monitoring by the Customer

The Customer is responsible for monitoring their Account and open orders at all times, and must notify BXPRO by telephone or email without delay, and in any event no later than one (1) Business Day, if: an order confirmation is missing, inaccurate, or was not authorized by the Customer; or the Account balance, positions, or transaction history appear inaccurate. Account statements are deemed accepted as accurate one month after issuance unless the Customer has, within that period, disputed the statement in writing with supporting evidence.

15. RESTRICTED AND ABUSIVE TRADING ACTIVITIES

This section forms part of, and should be read together with, BXPRO's Market Abuse Policy. BXPRO is committed to fair and transparent trading conditions for all Customers, and prohibits manipulative, abusive, or bad-faith trading practices that negatively impact BXPRO, its liquidity providers, or other clients, including, without limitation, the following categories:

- Market Manipulation — interference with the natural flow of trading by creating artificial conditions or misleading signals affecting a financial instrument's price.
- Abusive Arbitrage, including: Swap Arbitrage (simultaneously trading the same instrument as both buyer and seller across BXPRO and another broker to exploit positive swap benefits); Reverse Arbitrage (taking opposing positions in spot and futures markets to exploit price discrepancies at BXPRO's expense); and Latency Arbitrage (exploiting delays between BXPRO's pricing and underlying market prices).
- High-Frequency Trading / Scalping (Pip Trading) — short-term trading designed to exploit minor price movements at high frequency in a manner that disrupts BXPRO's trading operations, including positions opened and closed within a timeframe BXPRO reasonably considers to constitute pip trading.
- Exploiting Platform or Pricing Errors — trading during known technical or pricing errors to obtain unnatural profits, and trading that deliberately exploits periods of low liquidity around market openings or official holidays.
- Unauthorized Automated Trading — use of Expert Advisors, bots, or AI-based trading programs not approved by BXPRO, particularly where used in a manner inconsistent with this section.
- Account Manipulation — use of multiple accounts, whether by one individual or a coordinated group, to execute matched or opposing trades for unfair advantage.
- Server / Infrastructure Attacks — deliberate actions intended to overload BXPRO's servers or systems, causing pricing or execution delays for BXPRO or other clients, including so as to profit unfairly from resulting delays.



- Exploiting Negative Balance Protection — as further described in clause 13.4, accumulating opposing positions across multiple accounts ahead of major economic events or market closures with the intent of profiting on some accounts while relying on Negative Balance Protection to absorb losses on others.
- Abnormal Trading Practices — trading that deviates from natural market behavior in method, volume, or frequency — whether based on personal decisions, third-party recommendations, or automated programs — and exposes BXPRO or its liquidity providers to abnormal risk.
- Practices Harming Broker/Liquidity Provider Relationships — trading that strains BXPRO's relationship with its liquidity providers or counterparties, materially increasing BXPRO's associated risk or cost.
- Violations of Regulatory Law — trading that contradicts Applicable Law.

Where BXPRO reasonably determines that any of the above has occurred, it may, at its sole discretion and consistent with its Market Abuse Policy: adjust prices, spreads, or re-evaluate executed orders based on correct market prices; reclaim profits gained from abusive trading; suspend the Account or terminate this Agreement; and/or restrict the account types, instruments, strategies, or services available to the Customer.

16. NO INVESTMENT ADVICE

BXPRO's representatives are not authorized to provide investment, tax, or trading advice, or to solicit orders. Price quotations, market information, news, and research made available on the System are prepared by BXPRO or independent third-party providers, and neither BXPRO nor any such provider guarantees their accuracy, timeliness, or completeness. For OTC-CFD Products, BXPRO publishes its own prices based on prevailing demand, supply, and liquidity conditions, and does not guarantee these will match prices available from other sources. Reliance on any quote, data, or information made available through the System is at the Customer's own risk. See BXPRO's Risk Disclosure Policy for further detail.

17. ELECTRONIC RECORDS AND COMMUNICATIONS

Trade confirmations, Account statements, and other records will generally be provided electronically to the Customer's registered email address or through the platform. The Customer must maintain a valid email address and must notify BXPRO promptly of any change. The Customer acknowledges that data transmitted electronically may be accessed by unauthorized third parties, and agrees to use software that supports appropriate data security protocols. Electronic records provided under this Agreement are deemed original executed documents and constitute valid evidence of their contents for the purposes of Applicable Law.

18. CREDIT AND BACKGROUND INFORMATION

BXPRO may, without further notice to the Customer, exchange the Customer's personal and credit information with government authorities and other parties legally entitled to receive it, for contract, compliance, sanctions-screening, and anti-money-laundering purposes, consistent with BXPRO's AML & KYC Policy and Privacy Policy. BXPRO may investigate the Customer's background and credit standing, and request verification of identity and source of funds, to determine the Customer's eligibility to open or maintain an Account.

19. EVENTS OF DEFAULT

Each of the following constitutes an Event of Default:

- The Customer breaches, repudiates, or defaults under any provision of this Agreement.



- The Customer fails to provide satisfactory assurance of performance of its obligations upon BXPRO's reasonable request.
- BXPRO, in its sole discretion, determines it has reasonable grounds for insecurity regarding the Customer's ability to perform its obligations.
- Any bankruptcy, insolvency, or similar proceeding is commenced against the Customer.
- Any information provided by the Customer is, or becomes, false or misleading.
- The Customer fails to pay any amount due to BXPRO.
- The Customer's equity-to-margin ratio falls to or below the level specified in clause 13.2.

Upon an Event of Default, BXPRO may, without further notice and at its sole discretion, close and liquidate the Account, terminate this Agreement, sell any or all of the Customer's Assets, and cancel any pending orders or outstanding contracts. The Customer remains liable to BXPRO for any resulting deficit, and for BXPRO's reasonable legal and other professional costs incurred as a consequence of the Event of Default.

20. COMPLAINTS AND DISPUTE RESOLUTION

Any complaint regarding BXPRO's services should first be submitted under BXPRO's Complaints Handling Policy. If a dispute is not resolved through that process within a reasonable time, the parties will use reasonable endeavors to resolve the dispute amicably, including, where appropriate, escalation to senior staff of each party. Nothing in this clause prevents either party from pursuing its rights before the courts referred to in clause 21.

21. GOVERNING LAW AND JURISDICTION

This Agreement is governed by, and shall be construed in accordance with, the laws of Saint Lucia. The courts of Saint Lucia shall have jurisdiction to settle any dispute arising out of, or in connection with, this Agreement, without prejudice to BXPRO's right to bring proceedings in any other jurisdiction where permitted by Applicable Law.

22. TAXES AND SET-OFF

BXPRO is not liable for any taxes or duties payable by the Customer in respect of their Assets. All payments made by the Customer to BXPRO shall be made free and clear of any tax deduction or withholding, unless required by law, in which case the Customer shall pay such additional amount as necessary to ensure BXPRO receives the full amount it would otherwise have received. BXPRO may set off any matured obligation owed by the Customer against the Customer's Account and Assets, converting between currencies at a reasonable market rate where necessary for that purpose.

23. GENERAL PROVISIONS

23.1 Severability

If any provision of this Agreement is or becomes invalid or unenforceable, that provision shall be severed to the extent of the invalidity, without affecting the remaining provisions.

23.2 Headings

Headings are for convenience only and do not affect interpretation.



23.3 Entire Agreement

This Agreement, together with the Client Terms referenced in the introduction, the Customer's Account Application, and any Trading Policy published by BXPRO, constitutes the entire agreement between the Customer and BXPRO, superseding all prior understandings on the same subject matter.

23.4 Waiver

No failure or delay by BXPRO in exercising any right under this Agreement operates as a waiver of that right.

24. TERM AND TERMINATION

This Agreement remains valid and in force for an unlimited period unless terminated by either party on not less than three (3) Business Days' written notice to the other. Termination does not affect any transaction entered into, or liability accrued, before the date of termination.

BXPRO may terminate this Agreement immediately, without the notice period in the preceding paragraph, where BXPRO is informed of, or has reason to believe, that: the Customer has not provided information or documents requested under BXPRO's AML & KYC Policy; the Customer has provided false or misleading information; the Customer is or has been involved in, or is assisting with, money laundering or terrorist financing; or the Customer is subject to a formal investigation by law enforcement or a regulatory authority.

Upon termination, BXPRO has the right to close all open positions in the Customer's Account. Termination does not release the Customer from any obligation relating to transactions performed before the date of termination, and this Agreement's indemnities, confidentiality obligations, and the survival provisions in clause 25 continue to apply.

25. SURVIVAL

Termination of this Agreement does not affect any right, obligation, or liability of a party which accrued before termination, and does not affect the continuance in force of any provision expressly, or by necessary implication, intended to survive termination. Without limitation, the following survive termination: Privacy and Confidentiality (clause 4); Indemnities (clauses 6.1, 12, 13.4); AML/KYC and Regulatory Cooperation (clause 5); Trading Losses, Chargebacks and Payment Provider Liability (clauses 11.2, 11.3, 11.4); Restricted and Abusive Trading Activities and any related clawback (clause 15); Insolvency and Limitation of Liability (clause 26); Taxes and Set-Off (clause 22); Governing Law and Jurisdiction (clause 21); and Events of Default consequences (clause 19).

26. INSOLVENCY AND LIMITATION OF LIABILITY

26.1 Trade and Balance Adjustments

BXPRO reserves the right to cancel, reverse, or void any trade, profit, bonus, or Account balance resulting from arbitrage, latency abuse, bonus abuse, system errors, technical failures, or any other activity BXPRO reasonably considers abusive or fraudulent, consistent with BXPRO's Market Abuse Policy. BXPRO may freeze all or part of a Customer's Account balance, including profits, pending completion of an investigation. BXPRO further reserves the right to void or amend any transaction executed at an erroneous price arising from a technical malfunction, system failure, or liquidity provider error, consistent with clause 14.3 (Quotation and Reporting Errors).



26.2 Force Majeure and Acceptance of Terms

Without limiting clause 10 (Force Majeure), BXPRO shall not be liable for any delay or failure to perform caused by a Force Majeure event, including banking outages, sanctions, war, cyberattacks, regulatory action, or market disruption. By depositing funds or placing a trade, the Customer confirms acceptance of this Agreement and all other Client Terms. This Agreement remains governed by the laws of Saint Lucia, and any dispute remains subject to the courts and arbitration referred to in clause 21 (Governing Law and Jurisdiction).

26.3 Insolvency

In the event of the insolvency, liquidation, bankruptcy, administration, dissolution, or cessation of business operations of BXPRO, the Customer acknowledges and agrees that any claim shall be limited solely to the assets of BXPRO available for distribution in accordance with Applicable Law.

26.4 Waiver of Claims Against Individuals

The Customer expressly waives any right to pursue, claim against, or seek recovery from the shareholders, beneficial owners, directors, officers, employees, agents, or affiliates of BXPRO in their personal capacity for any losses, damages, claims, or obligations arising from or related to the Customer's Account, except where such liability cannot be excluded under Applicable Law.

26.5 No Personal Liability of Officers

Under no circumstances shall the shareholders, beneficial owners, directors, or officers of BXPRO bear any personal liability for the obligations, debts, or liabilities of BXPRO.

26.6 No Personal Guarantee of Client Funds

Client funds are not guaranteed by the shareholders, directors, or beneficial owners of BXPRO, and no personal guarantee is provided by any individual associated with BXPRO.

27. NOTICES

Notices under this Agreement must be in writing, in English, and may be given by posting on BXPRO's website (deemed received one day after posting) or by email to the Customer's registered address (deemed received when it enters the recipient's information system, or when first opened, whichever is earlier). The Customer must notify BXPRO promptly of any change to their registered email address.

28. ACKNOWLEDGMENT AND ELECTRONIC SIGNATURE

By opening an Account, submitting the Account Application, or otherwise accepting this Agreement electronically, the Customer confirms that they have read, understood, and agree to be bound by this Agreement and the Client Terms referenced within it, and consents to sign and receive notices electronically, with such electronic acceptance having the full legal effect of a handwritten signature.