

The contractual relationship between HEDGECENT and the client is governed by the Terms of Business (including but not limited to the consequences of events of default). The Terms of Business outline the conditions under which transactions will occur and HEDGECENT' and the client's responsibilities when using and trading on the Trading Platforms. However, accepting the Terms of Business does not obligate you to conduct any further business or constitute a trade in and of itself. You always get to decide this. Therefore, before running a business with us, you must first indicate via the website that you agree to business conditions. The terms of business of HEDGECENT are available on our website and are incorporated herein by reference.

Customers of HEDGECENT, both retail and wholesale, are subject to these terms of business, as well as any schedules and accompanying papers, as updated from time to time. These Terms of Business outline the parameters of the agreement between you and us. When we receive your completed signing page to these Terms of Business, they become enforceable and are deemed to have been accepted. We shall constantly deal with you in an execution-only manner. Please be aware that we won't give you any advice about whether or not you should enter into these Terms of Business or any Transaction. We won't offer you any tax advice regarding it. Before agreeing to these Business Terms of Service or any Transaction, you may want to get independent advice. Customers are urged to sign the accompanying signature sheet of these Terms of Business to indicate their agreement to these terms and conditions.

## **Basic Information**

We shall represent you as the primary in all our interactions with you, not as an agent. Therefore, we shall act as the counterparty in all of your transactions. You will also deal with us as a principal, not as an agent or representative of another person unless we agree differently in writing. Whether or not you tell us who the principal is on whose behalf you act, we won't accept that person as a customer unless we agree that they can act on your behalf. After then, we'll be able to depend on any instructions the agent gives us regarding your Account. But occasionally, we might need proof that the agent is authorized to act in your place.

## **Language Used in Conversation**

You are free to speak English with us. English versions of all HEDGECENT standard publications will be accessible. If a document is translated, it will only be done for informational purposes; the English version will take precedence.

## **Commencement**

Any prior understanding we may have had regarding the same subject matter is superseded by these Terms of Business, which come into force when you either indicate your acceptance of them online or return a hard copy that has been signed and dated. You can show that you have read, understood, and agree to be bound by these Terms of Business with us by filling out and signing the signature form.

## **Responsibilities and obligations**

We don't take on any additional obligations or fiduciary duties beyond the applicable regulations or business conditions expressly required.

**These Business Terms and the Schedules**

The Terms of Business are the terms found in these Terms of Business, and their Schedules were taken collectively. In addition, we may occasionally provide you with different schedules about a particular Market or class of Investments, which will also be included in the Terms of Business.

**Payments and Charges**

You will pay our fees as occasionally agreed upon, or we may deduct such fees from any funds that we hold on your behalf. The Product Disclosure Statement includes a description of the fees.

**Currency insurance:** You must indemnify us and hold us harmless from and against any costs (including conversion costs) and losses incurred by us as a result of receiving any amount related to an obligation of yours in a currency other than the one in which it was due. That applies whether we accept or recover any amount according to a judgment of any court or otherwise. HEDGECENT is authorized to convert funds in your Account for Margin into and out of such foreign currency at a rate of exchange determined by HEDGECENT based on the then-current money market rates if you instruct HEDGECENT to enter into any Currency Transaction. Any profit or loss arising as a result of a fluctuation in the exchange rate affecting such Currency will be entirely for your Account and risk. HEDGECENT shall not be responsible for any losses you incur as a result of such action in such cases (although, HEDGECENT will use reasonable endeavors only to convert such funds as may prudently be required to cover the position in respect of the relevant transaction). **Net of payments and deliveries:** All fees and deliveries between us must be made on a net basis unless we expressly state otherwise. We are not required to provide goods to you or pay you until we have received the necessary paperwork or cleared funds from you. **Compensation and sharing of fees:** In connection with Transactions executed on your behalf, we may earn compensation from or share fees with an Affiliate or other third party.

**Taxes**

No matter how the law or practice has changed or if they haven't, you are still in charge of any domestic or foreign taxes that may result from a transaction. We won't be responsible for any of your tax liabilities, for giving you information or advice regarding those liabilities, or for alerting you to changes in tax law or practice. Suppose we are required to pay any taxes on your behalf due to or in connection with Transactions you have completed with us. In that case, you are responsible for promptly and fully reimbursing us for any taxes we have already paid—our Interaction with You Material concerns. Your attention is directed to the possibility that we, an Affiliate, or another person associated with us may have a material interest, relationship, or agreement when dealing with you or on your behalf. Without restricting the type of such interests, such instances include potential locations for us or an Affiliate to be: (a) Trading in the investment, a connected investment, or the underlying asset for our (or its) own Account or the Account of another party. That could involve: (a) dealing with or using the services of an intermediary broker or other agents who may be an Affiliate; (b) selling to you or buying from you as well as dealing with or using the services of an intermediary broker or other agents who may be an Affiliate; (c) matching (e.g., through a cross) your Transaction with that of another customer by acting on both of your and his behalf; (d) buying from you and selling to another customer right away, or vice versa; (e) 10.2 You acknowledge that we and our Affiliates may have obligations that are inconsistent with your interests and those that would otherwise be owed to you, and you permit us to act in any way we deem necessary in such circumstances, subject to the applicable regulations. 10.3 There is no obligation to report or Account: We will abide by applicable regulations that are obligatory on us, but we are no longer obligated to disclose to you any interests we may have, including any profit, benefit, commission, or other compensation made or received as a result of any transaction or matching transaction. 10.4 Informational Obstacles We have policies in place that prevent our

employees from having access to information about parts of our business (and that of our affiliates) or the affairs of clients they are not directly involved with. As a result, we are not required to consider, disclose to you, or use any information that belongs to or is confidential to another client, us, or any Affiliate. As a result, we might not be able to provide you with advice or deal with you concerning a specific investment without letting you know why. Market abuse You represent and warrant that you will act in compliance with the Act and any applicable Regulations by entering into any Transaction. Account Creation Before engaging in any Transaction with HEDGECENT, an Account must first be established. No Orders may be placed before the opening of an Account and the receipt of cleared funds. Without limiting those mentioned above, if HEDGECENT allows you to place an Order even though no Account has been opened or cleared funds have been received, this does not relieve you of your obligation to HEDGECENT under these Terms of Business concerning the Order placed. HEDGECENT reserves the right to decline your application for any reason but will promptly inform you of any denial without providing any justification after receiving your application. You acknowledge and agree that we may: (a) periodically search and inquire about you and any Related Party at credit reference agencies and your employers, if applicable; (b) disclose information to organizations engaged in fraud prevention; and (c) obtain information from and disclose information to other broker-dealers or investment managers who deal in or manage investments to assess your creditworthiness, manage credit risk, and prevent fraud (or other criminal activity). The size of any Transaction or series of Transactions you may enter into, as well as the amount of any loss or liability to which you may be exposed, may all be subject to limits that may, in our sole discretion, be applied, depending on your credit status and, where applicable, the number of funds you have deposited with us. 13.4 Account limitations do not limit or represent your financial obligation to HEDGECENT. Any funds you may occasionally deposit with us in the form of margin or do not represent a cap on such obligation.

## Monetary balance

will be periodically credited with the amount of each Margin payment and any other payments we receive from you following these Terms of Business and will regularly be debited with the following amounts: the amount of each payment we make to you upon your request and realized losses payable. By signing this agreement, you agree to defend, indemnify, and hold us harmless from any charges or expenditures (including all legal costs) that we may incur to collect the required amount if you don't make the payment by the deadline. At the current market rates that are accessible to us, we may convert money that is on your Account, paid to us by you, or due to be paid to us from one currency to another (after accounting for commissions or charges). Payment: We take deposits from you by wire transfer or a credit card that has been accepted. No cash payments will be made. Payments may be made in US dollars (USD) or other currency pre-approved by us. If we don't otherwise agree in writing, withdrawals from your Account can only be executed by wire transfer. Terms of Payment: You agree to pay all amounts owed to us under these Terms of Business following the following conditions: (a) all electronic or telegraphic transfer or other bank fees about payment by you shall be your sole responsibility; (b) if we do not receive any payment by the due date for payment, we shall be entitled to charge interest on the overdue amount (both before and after judgment) at the Interest Rate. Payment Withheld: If your account statement displays a credit balance, you may ask us to send you a check or ar for alternative forms of payment for that sum. However, if any of the following occur: (a) open Margined Transactions on the Account show notional losses; (b) we reasonably believe that funds may be needed to meet any current or future margin requirements on open Margined Transactions due to underlying market conditions, or (c) you have any contingent liability to us or any of our affiliates in respect of any other account, we may, at our discretion, elect to withhold (or, if applicable, deduct) any payment requested (in whole or

## Suitability

Before taking any orders, you must fill out the Account Opening Forms with your investment expertise and experience. We shall determine whether creating an Account is appropriate for you based on this data and in line with the Applicable Rules. We won't be able to decide on your investment risk tolerance or capacity based on your borrowings or leverage. You should be aware that using power to make investments can significantly raise the risk involved, especially when dealing with margined transactions, where it is typical to take huge positions relying only on a tiny amount of initial margin. We shall make some assumptions regarding the suitability of the service offered when you are classed as a Wholesale Client. We are allowed to presume that you have the necessary expertise and experience in the pertinent investing sector. If you don't believe this to be the case, you must advise us of this before the service is rendered and give us any information you have about the extent of your training and experience. You must notify us in writing of any information that could indicate that this assessment needs to be revised. Assurances and Commitments You affirm and promise to us that as of the date these Terms of Business are in force and as of the date of each Transaction: (a) [For individuals] you are of sound mind, legal age, and legal competence; (b) despite any later finding to the contrary, you are qualified to trade Margined Transactions and that you are aware of the risks associated with doing so; (c) you possess all required authority, powers, consents, licenses, and authorizations; and (d) you have the financial means to (e) these Terms of Business, each Transaction, and the obligations created by them are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity); (f) they do not and will not violate the terms of any regulation, Order, charge, or agreement by which you are bound; (h) unless you have inadvertently breached any provision of these Terms of Business, each Transaction, and the obligations created by them; I any information you provide or have provided to us regarding your financial situation or other matters is accurate and not misleading in any material respect; (j) you are willing and financially able to sustain a total loss of funds resulting from Transactions; (k) you have reliable access to the internet and the email address listed on your account opening forms; and (l) unless otherwise agreed by us, you are the sole beneficial owner of all of the assets you provide or have provided to us.

## Things That Default

If at any time: (a) you fail to fully and immediately comply with any obligation to make any payment when due under these Terms of Business or to make or take delivery of any property when due under these Terms of Business; (b) we have reasonable grounds to believe that you violate any material provision of these Terms of Business; (c) any action is taken, or an event occurs that we believe might have (e) You pass away, lose mental capacity, become bankrupt or insolvent under any bankruptcy or insolvency law that applies to you, are unable to pay your debts as they become due, or any of your debts are not paid on time or are otherwise capable of being declared due and payable under agreements or instruments evidencing such debt before it would have otherwise been due and payable, or any suit, action, or other proceeding related to such debts. When an encumbrancer seizes all or a portion of your property, undertaking, or assets, "proceedings" are started for any execution, garnishment, attachment, or distress (tangible and intangible) (f) you begin a voluntary case or other procedure under any bankruptcy, insolvency, regulatory, supervisory, or similar law (including any corporate or other law that may apply to you if insolvent) seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, or insolve (g) a voluntary case or other procedure is started against you seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under

any bankruptcy, insolvency, regulatory, supervisory, or similar law (including any corporate or other law that may apply to you, if you are insolvent), or seeking the appointment of an insolvency officer of you or any significant portion of your business. (h) You disaffirm, disclaim, or repudiate any obligation under these Terms of Business or any guarantee, hypothecation agreement, margin or security agreement, or other document containing an obligation of a third party, or of you, in favor of us supporting any of your obligations under these Terms of Business (each, a "credit support document"): I any representation or warranty that you made or gave or was deemed to have given in accordance with these Terms of Business or any Credit Support Document turns out to have been untrue, false, or deceptive in any material regard as of the time it was made, given, or deemed to have been made; (j) any Credit Support Provider fails to comply with or carry out any agreement or obligation that is required to be complied with or carried out by you or it in accordance with the applicable Credit Support Document (ii) Any representation or warranty made or given or deemed to have been given by any Credit Support Provider in accordance with any Credit Support Document is later found to have been false or misleading in any material respect; (iii) any of the occurrences listed in subclause 1 of this clause's paragraphs (d) to (g) or (j) concerning any Credit Support Provider; (iv) your dissolution; (v) if your capacity or existence depends on a record in a formal register, the removal or termination of the registration; or (vi) the initiation of any procedures seeking or proposing your dissolution, removal from such a register, or the termination of such registration; If one or more of the circumstances listed in subclause 1 of this clause (k) apply to you or your Credit Support Provider if you are a partnership, (l) an Event of Default (however described) occurs in relation to you under any other agreement between us, then we may exercise our rights under clause 22.2 of these Terms of Business. However, the occurrence of an Event of Default under subparagraphs (d) to (g) or (j) of clause 22.1 shall result in the automatic termination of any outstanding Transaction. 22.2 Upon an Event of Default, we may specify by notice date for the termination of any outstanding transactions between us. No additional payments or deliveries under any Transactions that would have been due for performance on or after the termination of any outstanding Transactions, absent this provision, shall be required from either of us. We shall be permitted to sell your investments in our possession or possession of any nominee or a third party appointed under or under these Terms of Business, in each case as we may, in our sole discretion, select or and upon such terms as we may, without providing prior notice to you: (a) instead of returning to you investments equivalent to those credited to your Account, to pay you the fair Market value of such assets at the time we exercise such right;

We are not allowed to lose any of our rights under this section due to any delay on our behalf in exercising them, but under no circumstances are we required to exercise any rights under this clause or, if we do, to do so in a way that benefits you. We may, in our sole discretion, terminate Transactions singly or collectively.

When we exercise our right to close out a Transaction under this provision, we must do so whole or in part at the time(s) and price(s) that we, in our reasonable discretion, believe to be appropriate. The sums owed under the closed-out transaction will then become instantly due. The market price (as decided by us in our reasonable discretion) at the time the sale occurs shall apply if we exercise our right under this clause to realize any investments or other assets of yours held by us. The timing, location, and mode of such a sale shall be our sole discretion. All sale expenses shall be your responsibility. By written notice to you, we may require that any open Transactions be settled following this clause on the settlement date, which shall be the date on which notice is given if any Event of Default described in this section happens. No payments shall be made with any open

Transaction beyond the settlement date when all Transactions are concluded pursuant to this clause. Your payment of the settlement amount shall immediately settle each available Transaction. As soon as you learn of the occurrence of an incident listed in clause 22.1, you must notify us. Following any of the circumstances listed in section 22.1, we shall be permitted to offset any responsibility to pay you against any obligation owed by you to pay any Affiliate and (ii) any duty of yours to pay us against any liability of any Affiliate to pay you. Any penalties shall be fulfilled by the net settlement of the sums owed between us concerning all the outstanding terminated Transactions (whether by payment, set-off, or other means). Any net amount for all the exceptional completed Transactions determined by us following the previous due either from you to us or from us to you shall be immediately payable upon its calculation. Concerning each outstanding terminated Transaction, we shall determine its total cost, loss, or gain (including, if appropriate, any loss of bargain, cost of funding, or other loss or gain as a result of the termination). For the duration that an Event of Default has happened and is ongoing, we shall not be required to make any payments or deliveries that are expected to be paid by us under a Transaction or these Terms of Business.

## Termination

You may instantly end our Terms of Business by giving us written notice. We may terminate our business relationship with you by giving you ten (10) business days' notice, except in situations in which you have not complied with any of the terms of this agreement, an Event of Default has occurred, or you have no open transactions in your Account at the time the notice of termination is sent. We may close out any of your available Transactions at the end-of-day Closing Price at any time following the termination of these Terms of Business without giving you prior notice. Termination shall not affect any accrued rights, remedies, or the existence or enforceability of any open Transaction. Unless otherwise specified, shall continue until close in line with these Terms of Business. All payments due by you to us upon the termination of these Terms of Business, including but not limited to: (a) all unpaid fees, charges, and commissions; (b) any dealing costs incurred by termination of these Terms of Business; and (c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by us on your behalf, will become immediately due and payable.

The price displayed on the HEDGECENT occasionally does not precisely reflect the market rates due to Internet arbitrage, network issues, and price feed mistakes. **ARBITRAGE IS NOT PERMITTED BY HEDGECENT ON THE HEDGECENT ONLINE FACILITY. TRANSACTIONS BASED ON OPPORTUNITIES FOR PRICE LATENCY ARBITRAGE MAY BE VOID WITHOUT NOTICE. HEDGECENT RESERVES THE RIGHT TO IMMEDIATELY AND WITHOUT NOTICE MAKE THE NECESSARY CORRECTIONS OR ADJUSTMENTS TO THE ACCOUNT INVOLVED.** HEDGECENT Group will resolve any dispute resulting from such quoting or execution errors at its sole and absolute discretion. HEDGECENT is under no duty to contact you to suggest a course of action in light of shifting market conditions or for any other reason. Suppose any liabilities, losses, damages, costs, or expenses are incurred with the provision of the services under these Terms of Business to you. In that case, you agree to indemnify and hold harmless HEDGECENT, its Affiliates, directors, officers, employees, and agents. That is provided that no such liabilities, losses, damages, costs, or expenses have been caused by our gross negligence, fraud, or willful default.

## Limitations, Exclusions, and Indemnity

Nothing in these business terms shall limit or exclude any obligation or liability we have to you under the Act (as may be amended or replaced from time to time). A broad exclusion Any losses, damages, costs, or expenses (including direct, indirect, incidental, punitive, consequential loss, loss of profits, lost data, loss of use of the HEDGECENT Online Facility, business interruption, costs of substitute services, or downtime costs) incurred or suffered by you under these Terms of Service shall not be the responsibility of us or our directors, officers, employees, or agents. To the fullest extent allowed by law, we will not be responsible for losses incurred by you or any third party for any special damages, loss of profits, loss of goodwill or reputation, or loss of business opportunity arising under or in connection with these Terms of Business, whether resulting from negligence, breach of contract, misrepresentation, or other causes. Nothing in these Business Terms will restrict our responsibility for wrongful death or other serious personal injuries brought on by our carelessness.

**Trading Losses:** To be clear, under no circumstances will we be liable to you or accountable for any losses or other charges or expenses resulting from or connected with your placing orders with us or executing transactions with us. Tax repercussions: Without restriction, we do not bear responsibility for any adverse tax repercussions of any Transaction. Market fluctuations: We expressly disclaim all responsibility for any delays or changes in market conditions that may occur before any transaction is completed.

### Internet problems

HEDGECENT cannot be held liable for communication errors, omissions, or delays when using the HEDGECENT online trading platform because HEDGECENT has no control over signal strength, its reception or routing via the Internet, the configuration of your equipment, or the dependability of its connection (s). Amendments: The terms and conditions of these Terms of Business are subject to change at any moment, and we retain the right to do so in line with the Act by posting the updated terms on the HEDGECENT website. You are in charge of keeping up with any changes to these Terms of Business and agreeing to be bound by them. You are not permitted to change these terms of business unless a HEDGECENT officer has approved the adjustment in writing. An amendment will not impact any active Order or Transaction unless otherwise specified. You can close your open Margin Transactions and your Account in compliance with these Terms of Business by giving us notice that you do not desire to accept any revision we make to these Terms of Business.

**Rights and remedies:** These Terms of Business' rights and remedies are in addition to, not exclusive of, those guaranteed by law. We shall not be obligated to exercise any right or remedy in a way or at a time that is advantageous to you. No delay or failure on our part to execute any right or remedy provided in these Terms of Business (including any Transaction) or elsewhere shall be construed as a waiver of that right or remedy or any other right or remedy. A right or remedy may not be used only once or in part; neither may it be used in conjunction with another right or remedy. Set-off: We may at any time and without prior notice to you set off any amount (whether actual or contingent, present or future) owed between you and us without affecting any other rights to which we may be entitled. The legality, validity, and enforceability of the remaining provisions of these Terms of Business, as well as the legality, truth, and enforceability of such provision under the law of any other jurisdiction, shall not in any way be affected or impaired if at any time any provision of these Terms of Business is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction. The agreement between the parties concerning the subject matter hereof is outlined in these Terms of Business, any references to other contracts, and any attached schedules. It supersedes all prior or contemporaneous oral or written communications, proposals, agreements,

and representations. **Waiver:** We have the right to occasionally waive or modify any of these Terms of Business without giving you prior notice. No partial or solitary exercise of any term, condition, right, or power shall preclude any other or further exercise of all or any of our other rights and remedies against you. Neither shall our failure or delay in exercising or relaxing any provision of these Terms of Business operate as a general waiver of the term, condition, right, or power in question. We shall be permitted from time to time, with or without notice, to allow you to breach such limits or parameters where these Terms of Business specify certain limits or parameters to your trading activities or Margin requirements.

**Call recording:** We reserve the right to record calls without a warning tone to capture all pertinent details about the Transaction as soon as they are said and as accurately as possible. These documents will be our sole property; you must accept them as proof of any orders or instructions. Communications made electronically between us shall, subject to Applicable Regulations, have the same legal effect as written communications. By signing these Terms of Business, you agree to receive communications made using electronic means instead of a durable medium, as required by applicable regulations. Electronically transmitted orders and instructions to you will be considered proof of their delivery. By checking this box, you agree that HEDGECENT may deliver trade confirmations and account information online rather than by mail or email. Using your Access Code, you will have access to this data. Absent a Force Majeure Event or service interruption, updated information will be available no later than twenty-four hours after any activity on your Account. This consent must be revoked in writing if you decide you no longer want to communicate in this manner. Before signing the signature page of these Terms of Business, you must let us know if you do not want to connect with us online.

**Our Records:** Unless they are proven to be inaccurate, our records will serve as proof of your interactions with us concerning our services. You won't raise a defense that using our records as evidence in court is improper because they are copies, computer-generated documents, or neither originals nor in writing. You won't be able to rely on us to meet your record-keeping requirements, though we may, at our sole discretion, make records available to you upon request.

**Your Records:** You must maintain sufficient records in compliance with the relevant regulations to show the type of orders issued and when such charges were submitted. **Rights of third parties:** None of the provisions of these Terms of Business are meant to be enforced by anyone who is not a party to them, as stated by the parties. **Cooperation for proceedings:** You agree to cooperate with us as entirely as is practical in the defense or prosecution of any action or proceeding that is brought by or against us in connection with these Terms of Business or arising out of any act or omission by us required or permitted under these Terms of Business. **Law that governs a transaction subject to market rules** is the law that those rules apply to that transaction.