

Terms and Conditions

Risk Warning – Trading in forex (foreign exchange) and CFDs (Contract for differences) on margin involves a high risk to your capital and it may not be suitable for all investors. Please note that you may make profit or incur loss much greater than the amount deposited with FOREVER CAPITAL LIMITED

You may face a total loss of the initial margin funds and also the additional funds deposited with FOREVER CAPITAL LIMITED to maintain your position.

If the market moves against your position, or if the margin levels are increased then, you may be called to pay substantial additional funds on a short notice to maintain your position. However, if you fail to comply with a request for additional funds within the prescribed time, FOREVER CAPITAL LIMITED in its sole discretion may liquidate any or all of your positions at a loss.

Whether you make profit or loss will depend on the fluctuations in currencies, commodities, or other underlying factors which may be not in FOREVER CAPITAL LIMITED's control.

Full entitlement to and/or ownership of a portion, or all the money that you deposit with FOREVER CAPITAL LIMITED Will be transferred to FOREVER CAPITAL LIMITED to the extent that it represents an amount necessary to secure your open positions or to cover your actual or future contingent or prospective obligations such that you will not have any proprietary claim over that portion or any of your money deposited and FOREVER CAPITAL LIMITED Holds the right to deal with it on its own right.

Internet trading has risks associated with it, including but not limited to: the failure of internet connection, hardware and/or software. As FOREVER CAPITAL LIMITED Does not control the speed at which signals are sent between the computer and its servers, therefore, FOREVER CAPITAL LIMITED Cannot be held responsible for delays or alterations, communication failures when you are trading via internet. Please confirm that the device you are using meets the requirements of any software used to avoid such circumstances.

It is your responsibility to secure the access to your trading platform and keep the username and password confidential. However, in the event when your username and password are entered correctly, it is reasonable for FOREVER CAPITAL LIMITED To accept an order.

You must carefully read the terms and conditions of this agreement as well as any other document issued by FOREVER CAPITAL LIMITED in connection with this agreement including, without limitation. These documents contain important information concerning your and our rights and obligations in relation to the service we provide to you on the basis of this agreement. We suggest you to devote your attention to the Section 1 below, which serves as initial guidance to understand such rights and obligations.

By signing the application form, you acknowledge and confirm that the terms and conditions on which you will enter into are clear to you and then you understand and accept the terms of this agreement and other documents supplied to you or otherwise made available by FOREVER CAPITAL LIMITED on its website in connection with this agreement. You should not sign the application form if you are not sure as to the effect of this agreement or nature of the risks involved. If you fill out, sign, and submit the application form to us, you acknowledge that you have read the documents supplied to you otherwise made available by us on our website in connection with this agreement and that you understand and agree that our relationship will be governed by the terms and conditions set out in this agreement.

1. General Information

1.1 Agreement

These (the FOREVER CAPITAL LIMITED Business) are entered into by and between FOREVER CAPITAL LIMITED (“FOREVER CAPITAL LIMITED”), registered at 71-75, Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom and you (the “Client”). These Terms together with the Application Form are the basis of our relationship.

Any additional terms and conditions issued by FOREVER CAPITAL LIMITED and expressly stated to be an integral part of these (as available on the website and whether or not referred to herein) describe the terms and conditions applicable to the contractual relationship between FOREVER CAPITAL LIMITED and the Client (the “Agreement”).

1.2 Subject of the contract

Access to the Company’s database

Access to the trading strategies and other steps of the Company’s traders

Access to the Company’s trading robots

Exclusive education for traders

The Company reserves the right to increase or decrease the list of services available to the client at any time without notice by publishing the information on the website.

1.3 Rights and obligations of parties

The Company publishes the list and price of services available at the moment.

The client chooses the service and pays the price. The Company allows access to the services mentioned above. In order to do that the client has to accomplish registration.

Services of the Company are for personal use only and are not intended to be open for the third parties. In case if the Company finds this treaty provision violated, it reserves the right to refuse to fulfil their obligations under the treaty at any point of time.

The service is defined as delivered at the moment when the Company accepts the payment from the client.

1.4 FOREVER CAPITAL LIMITED's

website address is: <https://forevercapitaltd.com/>

1.5 Risk Warning

FOREVER CAPITAL LIMITED will consider the request to open an account by the Client and its acceptance of this request, as unequivocal evidence that the Client has read and is prepared to accept the risks set out in the Risk Disclosure is helpful but does not describe all of the risks related to trading in contracts for differences. It is the client's responsibility to make sure that he/she is fully aware of all the risks and to take appropriate advice, if necessary, before entering into this Agreement.

1.6 Conflict of Interest Policy

The Client should be aware that, when providing investment services to the Client under this Agreement, FOREVER CAPITAL LIMITED will have interests (including interests deriving from duties we owe other clients or parties) in conflict with the Client's interests, and some conflicts could not be effectively avoided or mitigated without altering the discretionary nature of the prices quoted by us. Indeed, by trading in contracts for differences the client will make gains or incur

losses as a result of a difference in prices (or exchange rates, as applicable) at which trading positions are respectively opened or closed.

FOREVER CAPITAL LIMITED Does not normally owe best execution duties to the Client as FOREVER CAPITAL LIMITED Deals with the Client “on quotes”, so it does not execute orders “on behalf” of the Client. When the Client wants to enter into a particular contract with FOREVER CAPITAL LIMITED, it may decide whether or not to do so based on the price (or exchange rate, as applicable) quoted by FOREVER CAPITAL LIMITED for that contract. FOREVER CAPITAL LIMITED determines the prices (or exchange rates, as applicable) at which it is prepared to enter into a contract with the Client (and the relevant bid-ask spread) in its absolute discretion, taking into account the price levels quoted by competitors and other intermediaries, general market conditions as well as other factors such as the exposure of FOREVER CAPITAL LIMITED to the underlying financial instruments.

The Client realizes and accepts that this pricing process involves conflicting interests of FOREVER CAPITAL LIMITED, which are intrinsic in the investment business FOREVER CAPITAL LIMITED carries out under this Agreement. FOREVER CAPITAL LIMITED will provide trading services to the Client on the basis that the Client is satisfied with the pricing policies and practices of FOREVER CAPITAL LIMITED and believes that FOREVER CAPITAL LIMITED’s pricing provides a fair treatment of the Client’s interests.

1.8 Charges and Commissions

All charges and commissions of FOREVER CAPITAL LIMITED applicable under this Agreement are set out in the Rates Schedule.

1.9 Amendments to the Agreement

This Agreement (including any Appendices) may be amended by FOREVER CAPITAL LIMITED, in whole or in part, from time to time as set forth in Section 16.3. Any amendment will be made by us at our discretion either on notice or, in specified circumstances, without prior notice. Please refer to Section 16.3 for further details on the same.

2. FOREVER CAPITAL LIMITED Services

2.1 Subject to the Client fulfilling its obligations under this Agreement, FOREVER CAPITAL LIMITED may provide the following services to the Client (the “Services”):

entering into spot contracts for differences with the Client on currencies, indices, precious metals, oil, commodities and financial instruments and products as listed in Underlying list (respectively, “Contracts” or “trading positions” and the “Underlying”) acting as principal and not as a Client’s agent; and

receiving and transmitting orders relating to Contracts to other investment firms or authorized intermediaries acting on behalf of the Client.

2.2 Unless otherwise expressly agreed to in writing, FOREVER CAPITAL LIMITED shall provide the Service under Section

by fulfilling Client’s orders for its own account but not on behalf of the Client. FOREVER CAPITAL LIMITED shall quote (either through the Platform or otherwise) the price (or exchange rate, as applicable) at which it is willing to enter into a particular Contract and the Client may decide whether or not to enter into such Contract at the price (or exchange rate, as applicable) quoted by us and on the terms contemplated by this Agreement. FOREVER CAPITAL LIMITED shall not provide the Client with any tax or other advice in relation to the orders placed under this Agreement, the Contracts or otherwise in connection with this Agreement. The Client may wish to seek independent advice before entering into this Agreement and placing any orders or entering into any Contracts under this agreement.

2.3 The Client shall enter into this Agreement as a principal and not as an agent for any other person unless otherwise agreed to in writing by FOREVER CAPITAL LIMITED

2.4 The Client acknowledges and agrees that FOREVER CAPITAL LIMITED will carry out its trading business 24 hours a day, 5 days a week applicable in relation to each underlying or market. Subject to Section 2.6 and to the terms of this Agreement generally, FOREVER CAPITAL LIMITED will only quote prices and accept Orders or instructions in respect of any Contract during those hours.

2.5 Where, in FOREVER CAPITAL LIMITED’s reasonable opinion, a public holiday in any jurisdiction affects the relevant underlying market, FOREVER CAPITAL LIMITED shall not be obliged to quote prices and will not accept orders or instructions in respect of any Contract related to that market. FOREVER CAPITAL LIMITED Shall, from time to time, give reasonable notice

of such public holidays and the affected Contracts on its website and/or within the Platform. In some cases, Contracts may only be traded during the time when the relevant exchange, where the Underlying is traded, is open. Where trading relates to any such Contract, FOREVER CAPITAL LIMITED shall not be obliged to quote prices and will not accept Orders or instructions during any time when the relevant exchange is closed for business. FOREVER CAPITAL LIMITED Shall endeavor to inform the Client of the Contracts that are subject to such limited trading hours on its website and/or within the Platform.

2.6 Any change to the trading hours or other information contemplated by Sections 2.5 and 2.6 shall not be treated as an amendment to this Agreement and shall take effect as and when the relevant determination of FOREVER CAPITAL LIMITED or event occurs with no need for prior notice to the Client (without prejudice to the obligations of FOREVER CAPITAL LIMITED under Section 2.6)

3. Account

3.1. The Client shall open an account with FOREVER CAPITAL LIMITED (the “Account”) before placing any Orders or instructions or entering into any Contract with FOREVER CAPITAL LIMITED under this Agreement. No Orders can be placed and no Contract may be entered into until an Account is opened and cleared funds have been deposited in accordance with this Agreement.

3.2 For opening an Account, the Client must complete and sign the Application Form, as well as sign this Agreement for acceptance subject to FOREVER CAPITAL LIMITED’s rights under Section 3.3. Following receipt of the Application Form and the additional documents indicated above, FOREVER CAPITAL LIMITED may carry out all the searches and enquiries that FOREVER CAPITAL LIMITED deems to be appropriate from time to time to assess the Client’s credit worthiness, including, without limitation, checks from banks, credit reference agencies and other reputable sources. FOREVER CAPITAL LIMITED may use credit-scoring methods to assess the Client’s Application Form, to verify the Client identity and to consider any changes to the way in which the Client operates the Account. The information may be also used for debt tracing and the prevention of money laundering or terrorism financing as well as for the management of the Account. The Client authorizes FOREVER CAPITAL LIMITED to use the information to perform the above checks in relation to the Application Form and this Agreement generally.

The Client shall inform FOREVER CAPITAL LIMITED in writing immediately of any material changes to the information provided to FOREVER CAPITAL LIMITED by means of the Application Form, for example in relation to contact details or any adverse matter relating to the Client's financial status.

3.3 FOREVER CAPITAL LIMITED may or may not accept the Application Form. If the Application Form is accepted by FOREVER CAPITAL LIMITED, the Client shall be notified of the Account number and invited to make an initial deposit in accordance with the instructions contained in the Application Form and any other operative indications available on the Website (the "Initial Deposit").

3.4 The Client may only start trading with FOREVER CAPITAL LIMITED after the Initial Deposit is credited to the Client's Money bank account of FOREVER CAPITAL LIMITED as set out in Section 3.7, however FOREVER CAPITAL LIMITED may at its discretion authorize the Client to trade immediately for up to 2 business days preceding the date of crediting of the Initial Deposit if satisfactory evidence of the wire order is available to it by loaning the part or the full amount of the deposit made.

3.5 The Account shall be opened in the name of the Client (as shown on the clients valid recent ID/Passport). The Client may also open one or more additional Accounts in its own name. If the Client opens two or more Accounts, FOREVER CAPITAL LIMITED will treat such Accounts separately subject to the provisions of this Agreement, and any reference to the Account contained herein shall be deemed as a reference to a single Account and not to all Accounts taken together.

At the Client's request, FOREVER CAPITAL LIMITED may, in its absolute discretion, agree to treat two or more Accounts opened by the Client as a single Account, giving notice to the Client in writing. In such a case, any reference to the relevant Account contained in this Agreement shall be deemed as a reference to all Accounts so aggregated by FOREVER CAPITAL LIMITED.

3.6 The Client may, by means of the Limited Power of Attorney, appoint another person to trade on the Account (the "Attorney"), giving Orders and/or instructions to FOREVER CAPITAL LIMITED on behalf of the Client. The Client will need to complete the Limited Power of Attorney form available by contacting us. Any variation in the person who is authorized by the Client to trade on the Account shall be notified in writing to FOREVER CAPITAL LIMITED. Unless and until we receive written notice of termination or substitution of the Attorney from the Client,

FOREVER CAPITAL LIMITED shall be entitled to accept Orders and/or instructions to trade on the Account from the Attorney, and the Client shall recognize such Orders and/or instructions as valid and binding.

For the avoidance of doubt, the appointment of the Attorney shall not prevent the Client from operating the Account directly and FOREVER CAPITAL LIMITED may not be required to reject or disregard Orders or instructions of the Client in reliance on agreements reached by the Client and the Attorney, if any, which shall not be binding on FOREVER CAPITAL LIMITED.

FOREVER CAPITAL LIMITED shall be authorized to act upon the oral, written or electronic instructions transmitted by the Attorney or by a person who appears to be the Client or the Attorney even if that person is neither the Client nor an Attorney. In particular, FOREVER CAPITAL LIMITED shall be entitled to carry out any instructions or Orders transmitted using Client's username, password and Account number. The Client may request FOREVER CAPITAL LIMITED to make payments to the Attorney by debiting the Account to the extent cleared funds is available at the time of the request.

3.7 All gains, earnings, losses, costs and liabilities made or incurred by the Client under or in relation to any Contract or any Service provided by FOREVER CAPITAL LIMITED or otherwise in connection with this Agreement (including commissions charged by FOREVER CAPITAL LIMITED hereunder and exchange gains or losses under Section 3.10) shall be credited or debited to the Account, as applicable.

3.8 The Client may, at any time, withdraw funds from the Account. The amount requested must be available funds, with these available funds subject to the current margin requirements of open positions. FOREVER CAPITAL LIMITED may, at its discretion, elect to withhold payment (or deduct an amount from it, as applicable) if:

- (i) Open Contracts show notional losses;
- (ii) The relevant funds may reasonably be required to meet future Margin requirements due to underlying market conditions;
- (iii) The Client has any contingent liability to FOREVER CAPITAL LIMITED in respect of any other Account;

(iv) FOREVER CAPITAL LIMITED is required by applicable law or regulations to deduct or withhold such payment; or

(v) There is an unresolved dispute between FOREVER CAPITAL LIMITED and the Client in connection with this Agreement or any related contract.

The relevant payments shall be made by FOREVER CAPITAL LIMITED in accordance with Section 3.8. No payment shall be made by FOREVER CAPITAL LIMITED to any third party (other than Attorney, as applicable) out of the Account.

3.9 The Client shall give notice of Client Deposits and submit withdrawal requests to FOREVER CAPITAL LIMITED using a form available on its website to be sent to FOREVER CAPITAL LIMITED by facsimile or email.

4. Margin

4.1 The Client shall at all times ensure that the balance of the Account is equal to or greater than the sum of all Client Deposits required by FOREVER CAPITAL LIMITED (each a “Margin”) in relation to open Contracts and any other exposure of the Client related to a Service provided by FOREVER CAPITAL LIMITED. The margin requirement needed in relation to each trading position is available under the trading specifications of each product. FOREVER CAPITAL LIMITED may vary the Margins in its absolute discretion at any time and the new Margins shall be disclosed as indicated above and shall apply immediately to any new trading position opened by the Client. If FOREVER CAPITAL LIMITED Notifies the Client in writing of the new Margin requirements; these shall also apply immediately to all trading positions of the Client, which were already open at the time of such notice.

4.2 The Client acknowledges and agrees as follows:

(i) The balance of the Account must at all times satisfy the Margin requirements established in accordance with Section 4.1;

(ii) Section 4.3 shall apply in determining whether the above Margin requirements are satisfied;

(iii) The Client must at all times monitor the Account balance against the Margin requirements;

(iv) FOREVER CAPITAL LIMITED may, but shall not be obliged to, inform the Client that the Account balance is insufficient to meet the Margin requirements in relation to existing trading positions and/or for the opening of any new trading position;

(v) Failure to meet the Margin requirements constitutes an Event of Default and may have adverse consequences for the Client under this Agreement; and

(vi) The Margin requirements are not intended to represent the Client's entire liability in relation to open trading positions.

4.3 The Client's open trading positions shall be marked to market on an on-going basis during trading hours. The Client acknowledges and agrees that the Account balance may become insufficient due to:

(i) the market moving against the Client on one or more open trading positions (as a result of which mark-to-market losses will be entered in the Account);

(ii) FOREVER CAPITAL LIMITED re-setting Margin requirements (subject to Section 4.1); and

(iii) The Client being allowed to trade by FOREVER CAPITAL LIMITED Notwithstanding Margin requirements are not met.

If the Account balance becomes insufficient to meet Margin requirements, then FOREVER CAPITAL LIMITED:

(a) shall not accept new trading orders (however FOREVER CAPITAL LIMITED may permit the Client to trade, in its absolute discretion, without prejudice to any rights and remedies of FOREVER CAPITAL LIMITED under this Agreement which will not be deemed to be waived by this decision);

(b) May but shall not be required to claim the deposit of additional Margins by the Client; and

(c) Shall have a right to close one or more open trading positions of the Client as necessary to reduce Margin requirements below the Account balance.

4.4 The Client acknowledges and agrees that:

(i) the Platform settings may automatically stop trading activities which would result in a breach of Margin requirements (without prejudice to all rights and remedies of FOREVER CAPITAL LIMITED under this Agreement where the automatic stop mechanisms fail to work properly or FOREVER CAPITAL LIMITED elects to permit the Client to trade) or in cleared funds in the Account reducing below a set percentage of the Margin requirements; and

(ii) close-out of open trading positions will be made starting from those showing the largest losses (however FOREVER CAPITAL LIMITED may change this close-out Order as it sees fit in its absolute discretion from time to time).

5. Trading

5.1 Upon opening the Account, FOREVER CAPITAL LIMITED shall provide the Client with a User ID and an Account number. The Client shall set its username and password (the "Access Codes") to access the trading platform of FOREVER CAPITAL LIMITED (the "Platform"). The Client can change its password at any such time as the Client deems it necessary. The Access Codes may only be used by the Client or the Attorney (if appointed) to the exclusion of any other person. The Client shall not disclose the User ID, the Account number and the Access Codes (collectively, the "Account Access Information") to any person (but the Client may disclose the Access Codes to the Attorney, if appointed) and shall use best efforts to preserve (and ensure that the Attorney, if appointed, preserves) the full confidentiality of the Access Codes. The Client shall inform promptly FOREVER CAPITAL LIMITED in writing if the Client knows or suspects that any unauthorized person has acquired (or has attempted to acquire) knowledge of the Account Access Information.

FOREVER CAPITAL LIMITED may rely on any access to the Platform with the Access Codes as being made by the Client or the Attorney (if appointed). In order to protect your computer and person data, FOREVER CAPITAL LIMITED recommends the use of anti-virus software with regular updates and scans being carried out. FOREVER CAPITAL LIMITED is not responsible for access gained to the Platform through the Client's password being 'stolen' through virus or other such software. FOREVER CAPITAL LIMITED Strongly recommends against the use of password management software (whether browser based or third-party software). Any access to the Platform, gained through such software, will be the Client's responsibility, regardless of whether the Client authorizes this. Furthermore, FOREVER CAPITAL LIMITED strongly recommends locking devices when not in use at all times, and where possible, making use of a password only known by the Client as again FOREVER CAPITAL LIMITED may rely on the use of the Platform as signaling trades carried out by the Client.

5.2 Unless a different agreement is made with FOREVER CAPITAL LIMITED, the Client (and the Attorney, as applicable) shall send all orders relating to a Service provided by FOREVER CAPITAL LIMITED under this Agreement (the "Orders") using the Platform in accordance with any terms or instructions relating to the use of the Platform, which may be published on the

Website. Where FOREVER CAPITAL LIMITED agrees to act upon an Order transmitted by phone or in writing, it shall be regarded as doing so on the basis that:

- (i) the price or the exchange rate (the “Price”) at which the relevant Contract would be entered into is the Price quoted by FOREVER CAPITAL LIMITED as displayed on the Platform or otherwise, and any such Order will be for a Contract to be entered into at such Price; and
- (ii) FOREVER CAPITAL LIMITED will process the Order by entering the relevant Contract into the Platform trading system using the Access Codes provided by the Client (or the Attorney, as applicable), in each case unless a different intention is expressly and clearly stated by FOREVER CAPITAL LIMITED In writing.

5.3 Where FOREVER CAPITAL LIMITED accepts an Order transmitted by phone, it shall be regarded as doing so on the basis that:

- (i) FOREVER CAPITAL LIMITED believes in its exclusive judgement to be in a position to identify the Client (or the Attorney, as applicable) in accordance with its internal procedures, but FOREVER CAPITAL LIMITED will not be liable for accepting an Order transmitted by an unauthorized person other than in case of gross negligence, willful default or fraud; and
- (ii) The Client is aware and agrees that the phone call will be recorded by FOREVER CAPITAL LIMITED and the recording and any transcript of it will be accepted as conclusive evidence of the Order.

5.4 Any Order shall be treated as an offer from the Client to enter into a Contract subject to the provisions of Section 2.2. When the Client wishes to enter into a particular Contract, it may request a quote for such Contract from FOREVER CAPITAL LIMITED either by accessing the Platform (where FOREVER CAPITAL LIMITED quotes bid and ask Prices for such Contract by displaying them on the Platform during trading hours) or by submitting a verbal or written request to FOREVER CAPITAL LIMITED (in any other case).

FOREVER CAPITAL LIMITED may or may not accept an Order in its absolute discretion, except that we may not refuse to fulfil an Order to close out an open trading position issued by the Client

in accordance with this Agreement. FOREVER CAPITAL LIMITED may also quote a new Price for a Contract, after receiving an Order, whenever it believes re-quoting is appropriate in consideration of market conditions or for any other reason. If FOREVER CAPITAL LIMITED re-quotes the Price for a particular Contract, the original Order shall no longer be considered valid and binding and the Client may or may not send a new Order at the new Price quoted by us. The Client may revoke any Order at any time before acceptance by us, and FOREVER CAPITAL LIMITED may delay the acceptance of an Order as it sees fit without giving notice to the Client and shall not be held liable to the Client for late acceptance of an Order. Any Order accepted by FOREVER CAPITAL LIMITED shall be displayed as such on the Platform (if it relates to a Contract which may be traded on the Platform) and shall no longer be revocable by the Client.

5. 5 The Client acknowledges and agrees that:

- (i) FOREVER CAPITAL LIMITED will quote Prices under this Agreement based on (but, for the avoidance of doubt, with no fixed or binding relationship with) the prevailing prices and rates at which an Underlying is traded on the interbank market or other financial market which FOREVER CAPITAL LIMITED regards as a reference market in consideration of trading volumes, bid-ask spreads and/or any other factor judged relevant by FOREVER CAPITAL LIMITED;
- (ii) the Prices quoted by FOREVER CAPITAL LIMITED including bid-ask spreads may be changed by FOREVER CAPITAL LIMITED at any time in its absolute discretion; and
- (iii) FOREVER CAPITAL LIMITED may discretionally set Margins and minimum or maximum size for each tradable Contract and may vary them at any time in its absolute discretion (provided that any variation in minimum or maximum Contract size shall not retroactively apply to open trading positions).

5.6 The Client acknowledges and agrees that software engineering, telecoms and electricity services affecting the use of the Platform are not under the control of FOREVER CAPITAL LIMITED and that we shall not be responsible for:

- (i) Any error in the transmission of an Order;
- (ii) Any misinterpretation or mistake affecting an Order sent through the Platform (including technical and/or mechanical damage);
- (iii) Any access to Client data by unauthorized persons;

(iv) The Client's inability to access or use the Platform at any time; and

(v) More generally, any loss or damage incurred or suffered by the Client as a result of failures in the services supplied to FOREVER CAPITAL LIMITED by software engineering, telecom and electricity service providers; in each case, unless there is evidence given by the Client that this was caused by the gross negligence, willful default or fraud of FOREVER CAPITAL LIMITED. In such circumstances, FOREVER CAPITAL LIMITED will only be liable for damages or losses suffered or incurred by the Client which the Client proves to be the direct consequence of such gross negligence, willful default or fraud (subject to Sections 10.4 and 10.5). FOREVER CAPITAL LIMITED shall be responsible for the regular updating of the Platform software.

5.7 The Client and FOREVER CAPITAL LIMITED acknowledge and agree that:

(i) Any Contract which may be entered into under this Agreement will be a spot contract for differences ("CFD") in nature relating to an Underlying listed on the website; and

(ii) Under a CFD

(a) neither FOREVER CAPITAL LIMITED nor the Client may acquire any interest in or right to acquire or be obliged to sell, purchase, hold, deliver or receive an Underlying and

(b) the rights and obligations of each party are principally to make and receive payments as provided for by or under this Agreement.

5.8 The parties agree that the following rules shall apply to CFDs:

(i) Any trading position opened by the Client shall automatically be rolled over until it closes in accordance with point (iii) below;

(ii) If two or more trading positions concerning the same Underlying are open on same Account, these shall be closed on a First In/ First Out (FIFO) basis unless Section 4.4 applies;

(iii) The new trading position under (i) above may be entered into (a) by the Client (by issuing a specific Order or by operation of a pending stop or limit Order) or (b) by FOREVER CAPITAL LIMITED in the cases contemplated by Section 6.1 or (c) where close-out levels linked to Margin requirements are reached (subject to Sections 4.3 and 4.4); and

(iv) Without prejudice to mark-to market entries made in accordance with Section 4.3 (i), any gain or loss resulting from a closed trading position (which gain or loss will be the difference between the FOREVER CAPITAL LIMITED-quoted bid or ask Prices, as applicable, at which the Contract was entered into and subsequently closed in accordance with point (iii) above, multiplied by the number of lots included in the Contract size) shall become due and payable by FOREVER CAPITAL LIMITED to the Client or vice versa at the time the trading position is closed and shall be credited or debited to the Account, as applicable.

5.9 For so long as a trading position is open, a commission (the “Commission”) - calculated on a daily basis as set forth in the most updated Rates Schedule published on the Website - shall accrue to the benefit of the Client or FOREVER CAPITAL LIMITED, as applicable, but the Commission shall become due and payable as set forth below. The Account shall be debited or credited with the amount of the accrued Commission every calendar day, provided however that the Commission shall only become due and payable by the Client to FOREVER CAPITAL LIMITED or vice versa when a trading position is closed.

5.10 The parties acknowledge that errors may occur in the Prices quoted by FOREVER CAPITAL LIMITED due to internet or connectivity failures or delays, price feed mistakes or otherwise resulting in quoted Prices materially deviating from market rates. In such circumstances, without prejudice to any rights either FOREVER CAPITAL LIMITED or the Client may have under common law, neither the Client nor FOREVER CAPITAL LIMITED will be bound by any Contract which purports to have been made (whether or not confirmed by FOREVER CAPITAL LIMITED) at a Price which was, or ought reasonably to have been, known to either the Client or FOREVER CAPITAL LIMITED to be materially incorrect at the time the Contract was entered into. Except for the case of fraud, FOREVER CAPITAL LIMITED shall not be liable for any loss or damage suffered by the Client as a result of the reliance of the Client on a Price which the Client knew, or ought reasonably to have known, to be materially incorrect. FOREVER CAPITAL LIMITED shall not permit any arbitrage practice or strategy designed to take advantage of price latency or other manifest errors and reserves the right to revoke any Contract entered into by the Client relying on such errors.

6. FOREVER CAPITAL LIMITED’s Right to Close Out Contracts

6.1 FOREVER CAPITAL LIMITED may close out all or some of the Client’s trading positions in the following cases:

(i) FOREVER CAPITAL LIMITED is required to do so by any regulatory or other authority;

- (ii) FOREVER CAPITAL LIMITED knows or has reasons to suspect that the trading positions concerned have been opened by the Client in breach of any applicable Law and Regulations;
- (iii) The Client fails to make Margin or other payments due to FOREVER CAPITAL LIMITED under this Agreement or does not perform any other obligation owed to FOREVER CAPITAL LIMITED under this Agreement or any transaction contemplated by this Agreement;
- (iv) The Account balance falls below the Margin requirements established by FOREVER CAPITAL LIMITED in compliance with Sections 4.1 and 4.3;
- (v) A Force Majeure Event occurs;
- (vi) A Hedging Event occurs with respect to one or more trading positions; or
- (vii) FOREVER CAPITAL LIMITED exercises closing-out rights subsequent to variation of this Agreement.

6.2 Any decision to close out all or some of the Client's trading positions under Section 6.1 shall be made by FOREVER CAPITAL LIMITED in its sole discretion.

7. Payments and Set-off

7.1 The Client shall be required to pay to FOREVER CAPITAL LIMITED, without limitation:

- (i) The Margins set out in accordance with Sections 4.1 and 4.3 (subject to a minimum Initial Deposit as indicated in the Rates Schedule);
- (ii) The amounts due under any Contracts: For any open position held by you, we will occasionally debit your account for losses, commissions, dividend adjustments, interest, as well as fees incurred and provided by this Agreement
- (iii) The amount of any taxes paid by FOREVER CAPITAL LIMITED on behalf of the Client (if any);
- (iv) Any indemnity due by the Client under this Agreement;
- (v) Such additional amounts as FOREVER CAPITAL LIMITED may reasonably require from time to time to secure the Client's obligations to FOREVER CAPITAL LIMITED; and
- (vi) Any debit balance on any Account (without duplication).
- (vii) To become inactive, the account owner must fail to show activity for a period of one year. Activity also includes contacting a financial institution by phone or over the Internet, or making a

withdrawal or deposit. Periodic interests, swaps, and dividends that are proceeded automatically are not considered activity. The inactivity fee is 50 USD per month. The fee is imposed on each separate inactive trading account. The company has the right to expropriate the balance of a client who has been inactive for a period of at least three years.

7.2 All charges and Commissions due by the Client under this Agreement are set out in the Rates Schedule and may vary from time to time as determined by FOREVER CAPITAL LIMITED in its full discretion.

7.3 FOREVER CAPITAL LIMITED shall have the right to withhold or deduct from any payment made to the Client under this Agreement or credited to the Account any amount required by applicable law to be withheld or deducted from any such payment or credit.

7.4 The Client shall be required to indemnify FOREVER CAPITAL LIMITED from and against all costs, claims, actions, proceedings, damages, expenses and liabilities arising as a consequence of the Client failing to make a tax payment as and when due in relation to any Contract entered into under this Agreement or to reimburse FOREVER CAPITAL LIMITED for any tax payment made by it on behalf of Client.

7.5 FOREVER CAPITAL LIMITED shall have the right to set off any credit balance on the Account or other sum due by FOREVER CAPITAL LIMITED to the Client against any debit balance or other sum due by the Client to it. This set off right may be exercised by FOREVER CAPITAL LIMITED in its absolute discretion and without notice to the Client.

8. Representations, Warranties and Covenants of the Client

8.1 The Client represents and warrants that:

- (i) All information supplied by the Client to FOREVER CAPITAL LIMITED is complete, true, accurate and not misleading in any material respect;
- (ii) The Client has entered into this Agreement and will enter into any Contract thereunder as a principal and not as another party's agent or representative;

(iii) The Client is not subject to any legal disability and is not subject to any law or regulation preventing performance of this Agreement or any Contract or transaction entered into thereunder by the Client;

(iv) The Client has obtained all necessary consents, and authorizations and has full power and authority to enter into this Agreement and any Contract or transaction thereunder;

(v) The Client is in compliance with all laws and regulations to which the Client is subject in relation to this Agreement and any Contract or transaction thereunder including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;

(vi) This Agreement and any Contract or transaction entered into thereunder create valid and binding obligations which are enforceable against the Client in accordance with their terms (subject to applicable principles of equity) in the jurisdiction in which the Client is resident and do not violate the terms of any law, regulation, order, charge, agreement or instrument by which the Client is bound or to which the Client's assets are subject;

(vii) No Event of Default or any other event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of these) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to the Client; (viii) The Client is fully aware of the financial and other risks involved with trading under this Agreement and is willing and financially able to sustain a total loss of funds resulting from the Contracts and transactions entered into thereunder;

(ix) All cash given to FOREVER CAPITAL LIMITED by the Client to satisfy Margin requirements or for any other purpose is and will be free from any charge, lien, pledge or encumbrance and is also beneficially held by the Client;

(x) the Client will not enter into any Contract or transaction under this Agreement for the purposes of or in connection with any placing, issue, distribution, offer, take-over, merger or other similar corporate finance-type transaction, as applicable;

(xi) The Client will act in accordance with applicable law and regulations regarding market abuse, manipulation or misconduct, insider dealing and similar offences, as applicable; and

(xii) The Client will not undertake any act nor engage in any activity, other than in the normal course of business, which seeks to or may alter, distort or otherwise manipulate the relevant market or Underlying in relation to a Contract or transaction entered into under this Agreement.

8.2 The representations and warranties under Section 11.1 shall be deemed to be repeated each time the Client provides FOREVER CAPITAL LIMITED with Orders or instructions to enter into any Contract or transaction under this Agreement. The Client acknowledges and agrees that the

above representations and warranties have been a material inducement to the decision of FOREVER CAPITAL LIMITED to enter into this Agreement with the Client.

8.3 The Client covenants to FOREVER CAPITAL LIMITED and undertakes that:

- (i) The Client will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, all powers, authority, consents and authorizations referred to in Section 11.1;
- (ii) The Client will promptly notify FOREVER CAPITAL LIMITED of the occurrence of any Event of Default or Potential Event of Default;
- (iii) The Client will use all reasonable endeavors to ensure compliance with Law and Regulations as applicable in relation to this Agreement and any Contract or transaction entered into thereunder;
- (iv) The Client will promptly notify FOREVER CAPITAL LIMITED of any change to the information provided to FOREVER CAPITAL LIMITED upon entering into, or otherwise in connection with, this Agreement; and
- (v) Upon demand, the Client will promptly provide FOREVER CAPITAL LIMITED with any additional information FOREVER CAPITAL LIMITED may reasonably require to comply with applicable Law and Regulations or any other legal requirement applicable to FOREVER CAPITAL LIMITED including, without limitation, under AML and rules or otherwise in connection with this Agreement.

9. Termination

9.1 This Agreement may be terminated by the Client at any time by giving written notice to FOREVER CAPITAL LIMITED.

This Agreement may be terminated by FOREVER CAPITAL LIMITED at any time by giving 10 business days' notice to the Client except that FOREVER CAPITAL LIMITED may terminate this Agreement immediately:

- (i) If the Client fails to perform any provision of this Agreement;
- (ii) Upon the occurrence of any Event of Default; or
- (iii) If the Client has no open positions on the Account at the time when the notice of termination is sent.

9.2 The termination of this Agreement shall be without prejudice to any accrued rights and remedies of the parties and the existence and enforceability of any open Contract, which will continue in full force and effect until close in accordance with this Agreement unless otherwise determined by FOREVER CAPITAL LIMITED.

9.3 No penalty shall be payable by either party on termination of this Agreement. Any amount payable by the Client to FOREVER CAPITAL LIMITED shall become immediately due and payable including, without limitation:

- (i) All outstanding fees, charges and commissions;
- (ii) Any dealing expenses incurred by us in terminating this Agreement;
- (iii) Any losses and expenses realized in closing out any Contract or settling outstanding obligations incurred by us on behalf of the Client; and
- (iv) Any indemnification owed by the Client to FOREVER CAPITAL LIMITED under this Agreement.

FOREVER CAPITAL LIMITED may consolidate all or any of the Accounts into one Account and deduct all amounts due to FOREVER CAPITAL LIMITED before transferring any credit balance on the Account(s) (net of Margin requirements on continuing trading positions, if any) to the Client.

9.4 The obligations under Sections 10 (Indemnity and Limitation of Liability), 14 (Confidentiality) and 16.10 (Governing Law and Jurisdiction) will survive the termination of this Agreement.

10. Events of Default

10.1 If at any time:

- (i) The Client fails to make any payment when due under this Agreement or to perform any other material obligation under this Agreement or any Contract or transaction entered into thereunder;
- (ii) Any action is taken or event occurs which FOREVER CAPITAL LIMITED reasonably considers might have a material adverse effect upon the Client's ability to perform any of its material obligations under this Agreement;

(iii) Any action is taken or event occurs which FOREVER CAPITAL LIMITED reasonably considers to be or might be a violation of any applicable Law and Regulations or good standards of market practice;

(iv) The Client dies or becomes of unsound mind or, where the Client is a legal entity, the Client is dissolved or any registration required for its capacity or existence is revoked, terminated or otherwise ends, or proceedings are commenced seeking or proposing the Client's dissolution or the revocation, termination or end of such registration;

(v) The Client becomes unable to pay its debts as they fall due or is bankrupt or insolvent (as defined under any bankruptcy or insolvency law applicable to the Client) or any indebtedness of the Client is not paid on the due date therefor or becomes capable at any time of being declared due and payable before the due date of payment set forth in any agreement or instrument;

(vi) Any voluntary or involuntary procedure is commenced by or against the Client seeking or proposing liquidation, reorganization, an arrangement or composition with creditors, a freezing action or moratorium or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory, corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar official with respect to the Client or any substantial part of the Client's assets, or the Client takes any corporate steps to authorize any of the foregoing;

(vii) Any representation or warranty given by the Client proves to have been or becomes untrue, false or misleading in any material respect;

(viii) Any regulator of the business of FOREVER CAPITAL LIMITED requires us to take any of the actions under Section 13.2; or

(ix) FOREVER CAPITAL LIMITED reasonably considers that any of the circumstances set out in points (i)-(viii) above are likely to occur, then, we may exercise all or any of its rights under Section 13.2. Each of the circumstances contemplated in this Section 13.1 shall be referred to as an "Event of Default".

10.2 Upon the occurrence of an Event of Default FOREVER CAPITAL LIMITED may, in its absolute discretion and without notice to the Client:

(i) Close, combine or consolidate any or all of the open Contracts of the Client (in whole or in part) at such time or times and at such Price or Prices as are reasonably determined by FOREVER CAPITAL LIMITED, retain any sum owed by the Client to FOREVER CAPITAL LIMITED and exercise its rights of set-off under Section 7.6 (provided that this will not limit the cases where FOREVER CAPITAL LIMITED may exercise its rights of set-off under this Agreement);

- (ii) Consolidate all or any of the Accounts and close or suspend any or all of such Accounts;
- (iii) Refuse to accept any further Order from the Client and/or terminate this Agreement (provided that this will not limit the cases where FOREVER CAPITAL LIMITED may exercise such rights under this Agreement);
- (iv) Enter into any transaction, at such rate and at such time as is necessary to enable FOREVER CAPITAL LIMITED to meet the obligations incurred under a Contract entered into by the Client hereunder; and/or
- (v) Treat any or all of the Contracts as having been repudiated by the Client, in which event the obligations of FOREVER CAPITAL LIMITED under such Contracts will be cancelled and terminated.

10.3 Upon the occurrence of an Event of Default, FOREVER CAPITAL LIMITED may exercise all or any of its rights under Section 10.2 as it sees fit with a view to protecting its interests and without being accountable to the Client for any adverse consequences on the Client of its exercising such rights. FOREVER CAPITAL LIMITED shall not lose any of its rights under Section 10.2 if the exercise of such rights is delayed for any reason. The rights of FOREVER CAPITAL LIMITED under Section 10.2 shall be in addition to any other right and remedy FOREVER CAPITAL LIMITED may have under applicable law. FOREVER CAPITAL LIMITED shall endeavour to notify the Client of all actions and steps taken pursuant to its rights under Section 10.2 as soon as reasonably practicable.

11. Force Majeure and Hedging Events

11.1 Any events beyond the control of FOREVER CAPITAL LIMITED will be deemed as “Force Majeure Events” including, without limitation, the following:

- (i) Any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to FOREVER CAPITAL LIMITED, the Client, any market or any settlement or clearing system occurs;
- (ii) FOREVER CAPITAL LIMITED is unable to maintain an orderly market, in respect of one or more of the Underlying, as a result of the occurrence of any act, omission or event (including, but not limited to, any circumstances beyond the control of FOREVER CAPITAL LIMITED such as strike, riot, war, terrorism, civil unrest or failure of power to supply, communications or other infrastructure); and

(iii) Any underlying market or Underlying is subject to, or affected by, suspension, closure, liquidation, abandonment, imposition of limits or special or unusual terms, or excessive movement, volatility or loss of liquidity.

11.2 If any Force Majeure Event arises, FOREVER CAPITAL LIMITED shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement for the duration of the Force Majeure Event or for taking or omitting to take any action set out in this Section 14.2 below. FOREVER CAPITAL LIMITED may additionally, at its reasonable discretion and without prejudice to any other rights:

(i) Alter normal trading times;

(ii) Modify Margin requirements (which may result in the Client being required to provide additional Margins);

(iii) Depart or derogate from this Agreement or any Contract entered into insofar as it is impractical or impossible for FOREVER CAPITAL LIMITED to comply with its obligations;

(iv) Close any or all open Contracts and/or cancel Orders or instructions as FOREVER CAPITAL LIMITED reasonably deems to be appropriate in the circumstances; and

(v) Take or omit to take all such other actions as FOREVER CAPITAL LIMITED reasonably deems to be appropriate in the circumstances having regard to the position of FOREVER CAPITAL LIMITED, the Client or other customers. FOREVER CAPITAL LIMITED shall inform the Client as soon as reasonably practicable if it determines that a Force Majeure Event exists or has existed.

11.3 A “Hedging Event” shall be deemed to occur, in respect of any Contract entered into hereunder, if FOREVER CAPITAL LIMITED is unable or where it is impractical for us, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset we deems necessary or appropriate to hedge its price risk relating to the Contract. If FOREVER CAPITAL LIMITED determines, in its reasonable opinion, that a Hedging Event exists in relation to any open Contract, FOREVER CAPITAL LIMITED may (without prejudice to any other rights and in its sole discretion), close the relevant Contract as it deems to be appropriate in the circumstances.

Miscellaneous

12.1 Illegality: If at any time any provision of this Agreement becomes illegal, invalid or unenforceable under applicable law, the legality, validity and enforceability of the other provisions of this Agreement shall not be affected thereby.

12.2 Entire Agreement: This Agreement, together with any Appendices and any Contract Notes, Difference Accounts and other Reports sent by FOREVER CAPITAL LIMITED to the Client in respect of each Contract contemplated by this Agreement and the Account(s), forms the entire agreement between FOREVER CAPITAL LIMITED and the Client in relation to the FX and CFD activities of FOREVER CAPITAL LIMITED. This Agreement supersedes all prior oral or written representations, arrangements, understandings and/or agreements between the Client and FOREVER CAPITAL LIMITED in relation to the FX and CFD activities of FOREVER CAPITAL LIMITED (including any agreement between the Client and any third party which has been assigned to FOREVER CAPITAL LIMITED, if any). FOREVER CAPITAL LIMITED has not made (and the Client may not rely on) any representation; arrangement, understanding or agreement not expressly referred to or set out in this Agreement.

12.3 Rights and Remedies: The rights and remedies set forth in this Agreement are cumulative and not exclusive of any other rights and remedies provided for by applicable law. FOREVER CAPITAL LIMITED is under no obligation to exercise any rights and remedies in a manner or at a time beneficial to the Client.

12.4 Delay, Omission and Waiver: No delay or omission on the part of FOREVER CAPITAL LIMITED in exercising any right, power or remedy provided by law or under this Agreement, or any partial or defective exercise thereof, may (a) impair or prevent any further or other exercise of such right, power or remedy, or (b) operate as a waiver of such right, power or remedy. No waiver or relaxation of any right, power or remedy relating to any term of this Agreement or breach thereof may (unless expressly agreed in writing by the waiving party) be construed as a waiver or relaxation of rights, powers or remedies relating to the same term or a future breach thereof or as authorizing a continuation of a particular breach.

12.5 Records: The records of FOREVER CAPITAL LIMITED, unless proved to be wrong, shall be proper evidence of the Client's dealings with FOREVER CAPITAL LIMITED under this Agreement. The Client shall not object to the admission of such records as evidence in legal proceedings because the records are not originals, are not in writing or are documents produced by a computer. The Client shall not rely on FOREVER CAPITAL LIMITED to comply with its record

keeping obligations although the records of FOREVER CAPITAL LIMITED may be made available to the Client on request, in the absolute discretion of FOREVER CAPITAL LIMITED.

12.6 Third Party Rights: No provision of this Agreement is intended to be enforceable by any person who is not a party to this Agreement.

12.7 Notices and Communications:

12.7.1. Any notice or other communication given or made under or in connection with the matters contemplated under this Agreement shall, except where oral communication is expressly provided for, be in writing and shall be sent to the address below:

(i) Where FOREVER CAPITAL LIMITED is the intended recipient:

Physical Address

M5-222, in Al Khabeesi Building,
Plot # 128-246, Al Ittehad Road, Al Khabisi Area, Dubai, UAE

Registered Address

Ground Floor, The Sotheby Building, Rodney Village,
Rodney Bay, Gros-Islet, Saint Lucia-LC01 401.

Others

Email: support@forevercapitalld.com

Phone Number: +971565820108

16.9.2 Any such notice shall be deemed (in absence of evidence to the contrary) to have been received:

- (i) If delivered personally or by hand, at the time of delivery;
- (ii) If posted, within five (5) business days after posting;
- (iii) If verbal, by telephone, when actually given;
- (iv) If by leaving a message on a telephone answering machine or voice mail, when the message was left;
- (v) If sent by facsimile, upon receiving confirmation of its transmission; and
- (vi) If sent by electronic mail, when the message is sent unless a “not sent” message or “not received” message is received from the sender’s electronic mail provider.

12.7.2 The Client may change the address, facsimile number and e-mail address indicated above to which we will send any notice or communication relating to this Agreement and FOREVER CAPITAL LIMITED may change the contact details indicated above, provided that in either case the change will be effective on the date specified in the relevant notice (subject to Section 16.9.2).

12.7.3 The Client irrevocably authorizes FOREVER CAPITAL LIMITED to communicate with the Client by letter, e-mail, facsimile or telephone to discuss matters in relation to the Account, at any time whatsoever unless specifically requested otherwise in writing by the Client.