Client Agreement

This Client Agreement ("Agreement") constitutes a legally binding contract between you (the "Customer," "Client," or "You") and NFXTrade (the "Company," "we," or "us"), operated by Fynsera Capital Ltd an International Business Company incorporated in the Union of the Comoros, bearing registration number 16300, with its registered address at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of the Comoros. The Company is formally licensed as an International Brokerage by the Anjouan Offshore Finance Authority (AOFA) under license number L16300/FC.

This Agreement, in conjunction with the Risk Disclosure, Privacy Policy, Schedule of Account Fees, Bonus Terms & Conditions, and any other Policies, Procedures, or Annexes incorporated by reference and accessible via the Company Website (https://nfxtrade.com), collectively defined as the "Client Agreements", establishes the definitive terms under which the Company shall provide financial services to the Customer. By finalizing the account application process and/or utilizing the Company's trading infrastructure, you expressly acknowledge that you have read, comprehensively understood, and irrevocably agree to be bound by all provisions contained herein.

IMPORTANT REGULATORY NOTICES AND RISK WARNINGS

- **High-Risk Leverage:** Trading in Contracts for Differences ("CFDs") via the Company utilizes high leverage and entails a massive degree of financial risk, explicitly including the potential for the total loss of your initial deposit. CFDs are synthetic contracts and categorically do not confer legal ownership, voting rights, or dividends to the underlying physical instruments. You must fully understand the inherent risks of margin trading and are strictly urged to seek independent financial counsel if necessary.
- **Principal Counterparty Model:** The Company may offer CFDs across a spectrum of instruments, including single equities, equity baskets, market indices, fiat currencies, cryptocurrencies, commodities, and precious metals. All executed trades under this Agreement are conducted with the Company acting as the principal counterparty to your trade, and never as an agent executing on behalf of a third party.
- **Over-the-Counter (OTC) Dynamics:** OTC trading dictates that transactions are strictly off-exchange. Consequently, market liquidity fluctuates severely, and there exists no formal guarantee regarding the creditworthiness of counterparties. Extreme market conditions may cause significant execution delays or render the closure of open positions entirely impossible, potentially precipitating substantial financial losses.
- **Execution-Only Service:** The Company operates strictly on an execution-only basis and categorically does not provide personalized investment, tax, or legal advice. Any market

recommendations, trading signals, or analytical information disseminated by the Company or its affiliates are inherently general in nature and may not align with the Company's proprietary market positions or intentions. Customers bear sole, absolute responsibility for evaluating the risks and merits of every executed trade.

- **Non-Discretionary Management:** Customer acknowledges that Company personnel, account managers, and representatives possess zero legal authorization to exercise discretion over the Customer's account or to manage trades on their behalf. Should trades manifest without your explicit authorization, you are obligated to notify the Company immediately.
- **Unilateral Discretion on Conditions:** Margin policies, maximum leverage limits, and overarching trading conditions remain subject to the Company's absolute unilateral discretion, alongside any prevailing requirements imposed by banking partners or clearinghouses. Customers bear the absolute obligation to satisfy margin calls immediately. Failure to inject required capital will result in the immediate, unnotified liquidation of positions and crystallized financial loss.
- **Finality of Records:** Customers are strictly responsible for auditing their trading reports, account statements, instrument terms, and execution confirmations posted on the Company's platforms. All generated reports are deemed permanent and final unless formal objections are raised by the Customer within two (2) business days of issuance.
- **Amendment Rights:** The Company reserves the unilateral right to establish and spontaneously amend the operational rules governing client accounts. This includes, but is not limited to: minimum account sizing, trading volume limits, commission structures, fee schedules, instrument-specific leverage limits, stop-loss/limit order execution rules, and overnight rollover (swap) policies.
- By consenting to this Agreement, the Customer affirms they grasp the structural risks of CFD trading, the Company's operational procedures, and accept full financial responsibility for their trading decisions.

1. TERMS AND DEFINITIONS

1.1. "Company" shall denote NFXTrade as operated by Fynsera Capital Ltd encompassing its successors, legal affiliates, and assigns.

1.2. "Customer" / "Client" shall signify the individual or legal entity executing this Agreement, explicitly including all verified joint account holders.

1.3. "Agreement" shall encapsulate this master document alongside all subordinate Client Agreements, Policies, Procedures, Annexes, and authorizations executed in connection with the Customer's trading account.

1.4. "Abusive Trading" constitutes prohibited actions including, but not limited to:

- Latency sniping, pricing arbitrage, market manipulation, or aggressive scalping.
- The deployment of automated trading software, Expert Advisors (EAs), robots, or Artificial Intelligence (AI) algorithms without explicit prior written consent from the Company.
- The deliberate exploitation of platform cancellation features, feed latency, or technical inconsistencies.
- Coordinated syndicate trading executed between multiple accounts to manipulate market pricing or artificially extract gains.
- High-frequency trading strategies characterized by short durations (positions held for less than three minutes) that constitute more than 30% of the total trading volume in the account.

1.5. "Scalping" is defined as high-velocity, short-term trading strategies designed to extract profit from microscopic price differentials, executed without assuming genuine market risk. This explicitly includes hedging opposing positions—either internally across Company accounts or externally across different brokerages.

1.6. Headings utilized within this Agreement serve strictly for navigational convenience and carry no legal weight regarding interpretation.

2. CORPORATE INFORMATION

2.1. The Company operates the platform on https://nfxtrde.com and controls all associated trading platforms. All financial services are provisioned directly by Fynsera Capital LTD (the "Company").

2.2. The Company assumes full responsibility for operational compliance with the laws, regulations, and financial mandates applicable to its jurisdiction of incorporation.

3. CLIENT CATEGORISATION

3.1. All Customers are systematically categorized and treated as Retail Clients, completely irrespective of any professional or institutional regulatory categorizations they may hold in their domestic jurisdiction.

4. COMMUNICATION PROTOCOLS

4.1. Principal communication channels will be strictly electronic, utilizing the Website, secure online trading platforms, email, and documented telephone lines.

4.2. Order execution confirmations, financial account statements, and trading ledgers will be delivered directly through Customer-specific platform interfaces.

4.3. General market analytics and information may be broadcast on the Website; the Customer consents to receiving such non-personalized communications.

4.4. All official, legally binding communications shall be conducted in the English language. The Company may, at its discretion, provide translations in alternative languages purely for client convenience. The English version of this Agreement and all related legal documents shall eternally prevail in all circumstances and shall be recognized as the sole legally binding iteration. The Customer confirms they fully understand the English terms of this Agreement and irrevocably waive any legal claims predicated on misunderstandings stemming from language barriers or translated texts.

5. AUTHORISATION TO TRADE AND ACCOUNT SECURITY

5.1. The Company is legally authorized to execute CFD contracts with the Customer in strict accordance with instructions received electronically, orally, or in writing, subject to the confines of this Agreement.

5.2. The Customer bears sole, absolute responsibility for preserving the strict confidentiality of their platform passwords, API keys, and account credentials.

5.3. The Company is authorized to execute instructions received under the Customer’s secure credentials and assumes absolutely no liability for unauthorized platform use unless such use is demonstrably caused by the Company’s gross negligence.

5.4. For established joint accounts, the Company is legally authorized to act upon instructions originating from any single verified account holder unless explicitly specified otherwise in writing.

5.5. The foundational ownership, data security, and systemic control of all accounts remain permanently under the Company's jurisdiction, encompassing scenarios involving joint account disputes or the legal death of an account holder.

6. MARGIN, COLLATERAL, AND DEPOSIT MANDATES

6.1. The Client shall provide and continuously maintain sufficient margin, capital collateral, and financial resources in forms and amounts strictly dictated by the Company at its sole and absolute discretion.

6.2. Active margin requirements may fluctuate dynamically based upon, but not limited to:

- (a) The specific Financial Instrument being traded.
- (b) Prevailing macroeconomic market conditions.
- (c) Asset volatility metrics.
- (d) Institutional liquidity depth.
- (e) The Client's risk classification or domestic jurisdiction.
- (f) The Company's internal risk management protocols.

6.3. The Company's margin requirements may be independently structured to be higher or lower than those demanded by third-party liquidity providers, clearing counterparties, or broader market participants.

6.4. The Company retains the unilateral, unchallengeable right to:

- (a) Amend margin requirements at any exact moment, with or without prior warning to the Client.
- (b) Impose severe additional margin requirements for highly volatile instruments or specific high-risk Clients.
- (c) Apply heavily differentiated margin tiers across varying geographical jurisdictions or corporate entities.

6.5. The Client explicitly agrees to deposit, immediately upon request, any supplementary margin demanded by the Company, utilizing only payment modalities deemed acceptable by the Company.

6.6. Failure to immediately satisfy a margin call may instantly precipitate:

- (a) The automatic, unnotified liquidation of open positions at prevailing market rates.
- (b) The partial or comprehensive closure of the Client’s trading account.
- (c) The immediate restriction of further trading activity.

These actions may be executed entirely without prior notice.

6.7. The Company may, at its absolute discretion:

- (a) Severely limit the maximum size, cumulative number, or total financial exposure of open positions.
- (b) Preemptively increase margin requirements prior to, or immediately following, extreme market events or macroeconomic data releases.
- (c) Apply such aggressive measures retroactively where deemed necessary to protect systemic integrity.

6.8. The Client bears absolute responsibility for verifying sufficient available margin prior to executing orders and for the continuous, real-time monitoring of their open positions.

6.9. Unrealized platform profits may be temporarily classified as margin at the Company's discretion but strictly do not constitute cleared, withdrawable capital until the underlying positions are permanently closed and settled.

6.10. Unrealized platform losses shall immediately reduce the Client's available margin and may instantly trigger margin calls or automatic stop-out liquidation.

7. PROMOTIONS AND BONUS FRAMEWORKS

7.1. The Company may, strictly at its sole discretion, extend promotional offers, deposit bonuses, or trading incentives subject to specific, restrictive terms.

7.2. Credited Bonuses:

- (a) Are strictly non-withdrawable unless extreme trading volume conditions are successfully met.
- (b) May be heavily subject to specific trading volume velocity requirements.
- (c) May be unilaterally revoked by the Company at any time, for any reason.

7.3. The Company retains the absolute right to:

- (a) Cancel credited bonuses without warning.
- (b) Unilaterally void any trading profits generated through promotional misuse.
- (c) Suspend or permanently terminate accounts found exploiting promotions.

7.4. Strictly prohibited conduct concerning promotions includes:

- (a) Deploying arbitrage or internal hedging strategies to recklessly exploit bonus capital.
- (b) Executing coordinated syndicate trading across multiple linked accounts.
- (c) Engaging in any form of Abusive Trading as defined in Section 1.4 of this Agreement.

7.5. Promotional frameworks may be legally restricted or entirely unavailable to residents of specific jurisdictions.

8. CUSTODY OF CLIENT FUNDS AND ASSETS

8.1. Absolutely no interest is payable to the Client on deposited funds held by the Company unless explicitly specified otherwise in writing.

8.2. Client capital may be custodied within segregated accounts or pooled omnibus accounts maintained with various financial institutions across diverse global jurisdictions.

8.3. The Client explicitly acknowledges severe structural risks, including the potential insolvency of these third-party financial institutions and the reality of differing legal protections across international jurisdictions.

8.4. The Company legally retains a general lien and an absolute right of set-off over all Client assets held within the Company's infrastructure.

8.5. The Company is authorized to internally transfer funds between multiple accounts held by the same Client at its operational discretion.

8.6. The Company may legally pledge, rehypothecate, or otherwise utilize Client assets in jurisdictions where such actions are legally permitted.

8.7. Capital utilized as active margin may immediately cease to be classified as Client property and may be transferred externally as institutional collateral.

8.8. Excess, unencumbered funds may be treated as Client money in strict accordance with the applicable laws of the jurisdiction.

8.9. The Company is formally authorized to act as attorney-in-fact to aggressively protect its corporate security interests.

9. DISPUTE RESOLUTION AND COMPLAINTS HANDLING

9.1. Clients encountering issues must initially contact Customer Support via the designated channels on the Website.

9.2. Formal, escalated complaints must be submitted strictly in writing utilizing the Company's official Complaint Form.

9.3. The Company’s compliance department shall investigate formal complaints and issue periodic updates to the Client during the investigation.

9.4. A definitive Final Response will be formally issued upon the complete conclusion of the internal investigation.

10. ACCOUNT LIQUIDATION AND EVENTS OF DEFAULT

10.1. The Company reserves the right to execute aggressive action, including immediate account liquidation, in scenarios encompassing, but not limited to:

- (a) Insufficient margin levels.
- (b) Material breach of any clause within this Agreement.
- (c) Suspected Abusive Trading, platform manipulation, or systemic fraud.
- (d) Client insolvency, bankruptcy, or the initiation of legal proceedings against the Client.
- (e) Abnormal macroeconomic market conditions or severe liquidity degradation.

10.2. Remedial actions executed by the Company may include:

- (a) Forcibly closing open positions at prevailing market rates.
- (b) Unilaterally cancelling pending orders.
- (c) Restricting or permanently revoking platform access.
- (d) Offsetting financial obligations against remaining account equity.

10.3. Forced liquidation may occur instantly and entirely without prior notice to the Client.

10.4. Open positions will be automatically, systematically closed (Stop-Out) when the account's free equity plummets below 50% of the required margin (or at an alternative threshold amended by the Company).

10.5. The Client remains fully, legally liable for any negative balance incurred on their account.
10.6. The Company shall categorically not be held liable for any financial losses resulting from forced liquidation, price slippage, or systemic execution delays beyond its direct control.

10.7. The Client legally agrees to indemnify the Company for all associated costs—including exorbitant legal fees—incurred during the pursuit and recovery of outstanding negative balances.

11. FEE STRUCTURE, SPREADS, AND FINANCIAL CHARGES

11.1. Fees generated from the provision of services under this Agreement are exhaustively outlined in the relevant sections of the Website (explicitly including the "Account Fees" page), which remains subject to amendment from time to time.

11.2. The Customer explicitly acknowledges that a primary portion of the Company's operational revenues is derived from the spreads applied to each transaction, defined as the differential between the quoted bid and ask prices.

11.3. Customer acknowledges that all applicable execution costs, explicitly including spreads, transactional commissions, overnight rollover swaps (financing charges), and any other levies, are displayed transparently on the trading platform prior to trade execution. By initiating a position, the Customer confirms they have reviewed and accepted all applicable costs. Swap charges fluctuate heavily based on the traded instrument, macroeconomic conditions, and position direction (long or short), and may be altered at the Company's absolute discretion. Customer acknowledges that, for specific instruments, swap charges may be front-loaded or multiplied (e.g., triple-swap Wednesdays) to account for weekend liquidity financing. It remains the Customer's absolute responsibility to review and comprehend all applicable costs before trading. The Company waives all liability for any Client misunderstanding regarding such charges.

11.4. The Company retains the absolute, unilateral right to widen, narrow, or otherwise wildly adjust spreads at any moment without prior notice, specifically in response to market volatility, degraded liquidity, major economic announcements, or proprietary risk management mandates. Such extreme adjustments may be applied to individual Customers or specific categories of Customers.

11.5. The Company may introduce entirely new fees or drastically amend existing fees by publishing the revisions on the Website with reasonable prior notice (unless immediate, unannounced implementation is required by severe regulatory or market conditions).

11.6. CFDs tied to expiring underlying futures assets may be systematically rolled over to new contract months. While CFDs are generally continuous, the Company possesses sole authority to determine rollover timing and exact methodology. Severe price adjustments may be applied to the account during these rollovers. These price adjustments may differ aggressively between long and short positions. Customers will incur heavy spread costs and overnight financing charges during rollovers. Positions may be automatically rolled over by the system to prevent physical settlement. The Customer explicitly authorizes the automatic application of all such charges.

12. COMMUNICATIONS, PLATFORM STATEMENTS, AND TRADE CONFIRMATIONS

12.1. All formal communications, including financial statements and trade confirmations, may be delivered exclusively via electronic means.

12.2. The Customer is legally bound to promptly notify the Company of any change in their registered contact details.

12.3. Communications are deemed legally received the moment they are made available to the Client electronically.

12.4. Customers possess real-time access to their account statements directly via the secure trading platform interface.

12.5. Customers bear the strict responsibility of reviewing their statements carefully.

12.6. Account statements are deemed indisputably final if not formally disputed within two (2) business days of issuance. Objections must be rigidly confirmed in writing. Apparent systemic errors must be reported immediately and may be unilaterally corrected by the Company.

12.7. The Customer formally consents to receiving targeted marketing communications, subject to their legal right to opt-out.

12.8. The Company is exempt from obtaining repeated, redundant consent for communications unless mandated by shifting legal frameworks.

12.9. The data records housed on the Company's servers shall serve as the sole, official, legally binding records of all activity. Consolidated annual statements may be provided solely upon formal request.

12.10. Real-time account ledger access remains continuously available to the Client.

13. DISCLAIMER OF ALL WARRANTIES AND SEVERE LIMITATION OF LIABILITY

13.1. The Company shall categorically bear zero liability for financial losses arising from events beyond its direct operational control, explicitly including massive system failures, power grid collapses, or force majeure events. All platform services are provisioned strictly on an “AS IS” basis without warranties of any kind. The Company shall not be liable for indirect, punitive, or consequential damages, explicitly including the loss of projected profits or the destruction of Client data.

13.2. This aggressive limitation of liability constitutes a fundamental, non-negotiable cornerstone of this Agreement. These liability exclusions apply absolutely, regardless of the legal basis of the claim. No liability exists for the catastrophic loss or corruption of telemetric data. This explicitly includes execution failures caused by third-party bridges or systems. General internet-related disruptions are entirely excluded from Company liability. Erroneous price quotes or "off-market" spikes may be retroactively corrected by the Company without incurring any liability.

13.3. The Company reserves the unilateral right to void, reverse, or radically amend transactions affected by such errors. Customers inherently accept all financial risks related to these retroactive corrections.

13.4. The deployment of any third-party software is strictly subject to this Agreement. The Customer is legally bound to comply with all applicable third-party licenses. Absolutely no warranties are provided by the Company for third-party software functionality. The Company bears zero liability in relation to the malfunction of such software.

14. CFD PRICE FLUCTUATION AND CURRENCY CONVERSION RISKS

14.1. In instances where the Customer instructs the Company to execute any CFD transaction:

- (i) Any financial profit or catastrophic loss generated directly by violent fluctuations in the price of the CFD or its underlying asset shall be absorbed entirely for the Customer's account and strictly at their own risk.
- (ii) All initial deposits and subsequent margin injections must be remitted in currencies acceptable to the Company (e.g., USD, EUR, GBP) and in amounts unilaterally determined by the Company.
- (iii) The Company is legally authorized, entirely without prior notice, to instantly convert funds held in the Customer's account into and from any fiat currency, utilizing exchange rates determined exclusively by the Company, acting reasonably in response to prevailing spot market conditions.

14.2. The Customer explicitly acknowledges that mandatory currency conversions may result in severe additional costs, exorbitant conversion spreads, or realized losses stemming from rapid exchange rate fluctuations.

15. COMPREHENSIVE INDEMNIFICATION

15.1. The Customer legally agrees to comprehensively indemnify, fiercely defend, and hold completely harmless the Company, its operators, affiliated entities, directors, executive officers, employees, agents, successors, and assigns (collectively the "Indemnified Parties") from and against any and all liabilities, catastrophic losses, damages, costs, and expenses (explicitly including severe legal and attorney fees) arising directly or indirectly from:

- Any material breach of this Agreement by the Client.
- Any fraudulent misrepresentation or breach of warranty committed by the Customer.
- Any failure by the Client to strictly comply with applicable domestic or international laws and regulations.

15.2. The Customer shall immediately and fully reimburse all enforcement-related costs, debt-collection fees, and legal expenses incurred by the Indemnified Parties.

15.3. The Indemnified Parties shall categorically not be liable for any losses arising from:

- (i) Customer-initiated actions, errors, or omissions.
- (ii) Unauthorized, third-party hacking access to the trading account.
- (iii) Massive system failures, bridge disconnects, or infrastructure interruptions.
- (iv) Execution delays, extreme latency, or pricing errors.
- (v) Inaccurate or corrupted trade instructions.
- (vi) Blind reliance on third-party analytical data or external platform content. **15.4.** The Company retains the unchallengeable right to set off any outstanding financial amounts owed by the Customer under this specific clause against any remaining free equity held in the Customer's account.

16. ABUSIVE TRADING, MARKET MANIPULATION, AND ARBITRAGE EXPLOITATION

16.1. Absolute Prohibition of Arbitrage and Manipulation

- **16.1.1.** The Customer is strictly, unequivocally prohibited from engaging in any form of latency arbitrage, aggressive price manipulation, or the deliberate exploitation of systemic platform errors.
- **16.1.2.** The Customer explicitly acknowledges that minor network latency, pricing feed delays, or quote discrepancies do *not* create legitimate arbitrage opportunities within an OTC environment.
- **16.1.3.** Any transactions identified by the Company's risk algorithms as exploiting such conditions may be immediately:
    - Voided entirely.
    - Aggressively adjusted.
    - Completely reversed.
    - Subject to the total removal of generated profits.
    - Utilized as grounds for immediate account suspension or termination.
- **16.1.4.** The Company may immediately close accounts and retroactively cancel trades where abusive internal or external hedging strategies are detected.

16.2. Market Abuse Representations

- **16.2.1.** The Customer represents, warrants, and guarantees that it will not engage in any activity that could be construed as market abuse under any jurisdiction, including:
    - (a) Deliberately exceeding declarable regulatory interest thresholds.
    - (b) Executing trades in direct connection with restricted corporate actions (e.g., mergers, IPOs, placements).
    - (c) Engaging in illegal insider dealing or unlawful market manipulation.
- **16.2.2.** The Customer agrees that CFD trading through the platform may be treated legally as dealing in the underlying physical instruments for regulatory enforcement purposes.
- **16.2.3.** The Company reserves the unilateral right, completely without notice, to:
    - Force-close open positions.
    - Cancel executed trades.
    - Confiscate illicit profits.
    - Suspend or permanently terminate offending accounts.
- **16.2.4.** The Customer agrees to never use CFD contracts as tools for complex corporate finance strategies.
- **16.2.5.** The Customer agrees to never transact in underlying physical markets with the intent to artificially influence the Company's platform pricing.

17. EXECUTION METRICS: ORDERS, STOPS, AND LIMITS

17.1. The Company shall deploy reasonable commercial efforts to execute all submitted orders but explicitly does not guarantee successful execution.

17.2. The Company reserves the unchallengeable right to reject any order for any operational reason.

17.3. The Customer may attach Stop Loss (“Close at Loss”) and/or Take Profit (“Close at Profit”) parameters to orders via the platform interface.

- **17.3.1.** A “Close at Loss” order is strictly defined as an instruction to liquidate a position at a predetermined, adverse price level.

- **17.3.2.** A “Close at Profit” order is strictly defined as an instruction to liquidate a position at a predetermined, favorable price level.

17.4. The Customer explicitly authorizes the automated execution of such orders by the platform.

17.5. Execution shall strictly occur only when the Company’s proprietary quoted price touches the specified parameter level.

17.6. Pending orders may be rejected or fail to execute if specific market conditions are not met.
17.7. Due to violent market volatility or liquidity vacuums, final execution prices may severely differ from requested prices (a phenomenon known as “slippage”). Slippage can be positive or deeply negative.

17.8. The Company may legally retain any price improvements (positive slippage) generated in limit order execution scenarios.

17.9. The Company may refuse execution entirely in scenarios where market spreads are adversely impacted or artificially bloated.

18. EXTREME RISK ACKNOWLEDGEMENT

18.1. The Customer deeply acknowledges that CFD trading is a highly speculative endeavor involving extreme financial risk.

18.2. Rapid price movements may instantly result in catastrophic losses far exceeding the Client's initial deposited margin.

18.3. The Customer confirms they possess the financial capacity and stability to bear such total losses.

18.4. Absolutely no guarantees of profit exist within this Agreement.

18.5. The Customer confirms they have not relied upon any representations, promises, or guarantees of returns from the Company.

18.6. The mechanics of leverage severely magnify both potential gains and rapid losses.

18.7. Extreme market conditions may render order execution physically impossible.

19. ANALYTICS, RECOMMENDATIONS, AND INFORMATION

19.1. The Customer explicitly acknowledges that:

- (i) All analytical information provided is highly general and categorically does not constitute bespoke investment advice.

- (ii) Disseminated information may be inherently incomplete, factually inaccurate, or unverified.
- (iii) The Company provides absolutely no warranties regarding the veracity of such information.

19.2. The Customer acts as the sole architect of all their trading decisions and bears full responsibility for the outcomes.

19.3. The Company provides zero tax advice and makes no representations regarding the tax consequences of CFD trading.

20. CUSTOMER REPRESENTATIONS AND BINDING WARRANTIES

20.1. The Customer legally represents, warrants, and guarantees that:

- (i) If a natural person, they are of sound mind, strictly of legal adult age, and legally competent to enter into this binding Agreement.
- (ii) Absolutely no person other than the verified Customer has or will have any financial or legal interest in the Customer's account(s). The Customer has not and will not grant a security interest in the account to any third party (excluding the security interest granted to the Company herein) without explicit prior written consent from the Company. The Customer maintains full beneficial ownership of all deposited collateral.
- (iii) Regardless of any subsequent regulatory determinations to the contrary, the Customer is financially suitable and capable of trading highly leveraged OTC products.
- (iv) The Customer will swiftly execute all documents, provide all required notices, and take all actions deemed necessary by the Company to perfect any security interest in favor of the Company.
- (v) The Customer has exhaustively read and comprehends all provisions of this Agreement, including the Risk Disclosure and Privacy Policy.
- (vi) The Customer will review the latest iteration of this Agreement prior to executing any new transactions.
- (vii) By entering into any transaction, the Customer is legally deemed to represent that they have read and understood the Agreement currently in effect.
- (viii) The Customer shall strictly comply with all applicable global laws, statutes, and AML regulations. The Customer guarantees they will never utilize the account for any illegal, illicit, or money-laundering activity.

- (ix) The Customer is advised to permanently retain copies of all transactional receipts and the Terms and Conditions available on the Website.
- (x) The Company's Services are strictly not directed to residents of any jurisdiction where such services would violate local laws or financial regulations. It remains the Client’s absolute responsibility to ensure that accessing the Services is legally permitted within their home jurisdiction. The Company reserves the right to geo-block or restrict access in any jurisdiction at its sole discretion.

21. SHARIA-COMPLIANT (ISLAMIC) ACCOUNTS

21.1. Customers strictly observing Islamic religious beliefs who are prohibited from paying or receiving interest may petition to designate their account as a swap-free Islamic Account, which will not accrue standard overnight rollover interest.

21.2. Transactions executed within Islamic Accounts may not remain open for a duration exceeding five (5) consecutive days. This religious benefit must not be exploited or abused for financial gain.

21.3. The Company reserves the unilateral right to instantly cancel this swap-free benefit at any time and take aggressive remedial action if platform abuse is detected.

21.4. Remedial actions may include forcibly reclassifying the account to a standard account, applying massive retroactive swap adjustments, cancelling trades, and deducting balances to recover the equivalent of all evaded interest payments.

22. PROHIBITION OF SEPARATE AGREEMENTS

22.1. The Customer acknowledges that absolutely no separate, secondary agreements exist with the Company, its employees, or its agents that guarantee profits or limit trading losses.
22.2. The Customer must explicitly authorize every single transaction unless formal discretionary authority has been granted via a legally executed Limited Trading Authorization document.

22.3. The Customer agrees to fully indemnify the Company against any liability arising from the Customer's failure to notify the Company of unauthorized account occurrences.

22.4. All formal legal notices under this section must be routed to support@nfxtrade.com.

23. AFFILIATE AND INTRODUCING BROKER (IB) DISCLOSURE

23.1. The Company may engage with independent affiliates, marketing partners, or Introducing Brokers (“Affiliates”). These Affiliates are entirely separate legal entities from the Company and

its employees. Absolutely no joint venture, corporate partnership, or legal agency relationship is created by this association.

- **23.1.1.** The Company categorically does not control, endorse, or vouch for the accuracy or legality of the information, strategies, or advice provided by Affiliates.
- **23.1.2.** The Customer is strictly responsible for conducting intense due diligence on any Affiliate prior to utilizing their services.
- **23.1.3.** Trading accounts must be opened directly with the Company, which provisions all mandatory risk disclosures.
- **23.1.4.** Absolutely no warranties or representations regarding future profits have been authorized or made by the Company or its Affiliates.
- **23.1.5.** Reliance on Affiliate signals, Expert Advisors, systems, or recommendations never guarantees profit and never limits structural risk.
- **23.1.6.** Customers must ensure they possess sufficient risk capital to absorb potential total losses before initiating trades based on Affiliate advice.

24. DISCLOSURE OF PROPRIETARY CUSTOMER INFORMATION

24.1. The Company will securely guard Customer information, disclosing it only to authorized employees, banking partners, and associates strictly as required in the ordinary course of executing financial business, or as formally disclosed within the Privacy Policy.

24.2. The Company is legally obligated to disclose Customer information, KYC documents, and transaction ledgers to regulatory agencies (like the AOFA) and global law enforcement authorities in direct response to valid court orders, subpoenas, or AML investigations.

24.3. The Company may legally share or sell fully anonymized, statistical data regarding trading volumes without disclosing the Customer's personal identity.

25. TERMINATION OF AGREEMENT

25.1. This Agreement remains perpetually in effect until formally terminated. The Customer may terminate the Agreement at any juncture by providing three (3) days' prior written notice, strictly provided that the Customer holds zero open CFDs and owes absolutely no financial liabilities or negative balances to the Company. The Company may brutally terminate the Agreement at any time via written notice. Termination strictly does not affect previously executed transactions or relieve the Customer of any financial obligations, particularly deficit balances.

25.2. Certain core Sections of this Agreement (e.g., Indemnification, Liability) legally survive the termination of the account for any reason.

26. INTELLECTUAL PROPERTY (IP) AND CONFIDENTIALITY

26.1. All overarching copyrights, trademarks, trade secrets, and intellectual property rights concerning the Website and platform architecture ("the Company IP") remain the sole, exclusive property of the Company and its licensors. Customers possess zero ownership rights in the Company IP.

26.2. Customer acknowledges that the Company IP represents highly confidential data developed through massive investment.

26.3. Customer will aggressively protect the confidentiality of the Company IP and will never allow third parties to access the Website using their credentials.

26.4. Customer will never publish, distribute, or leak any data derived from the Company IP.
26.5. Customer is strictly prohibited from copying, modifying, decompiling, reverse-engineering, or creating derivative works from the trading platform.

26.6. Customer grants the Company a perpetual, royalty-free, irrevocable license to utilize any feedback or ideas submitted by the Customer without any expectation of compensation.

27. ELECTRONIC RECORDINGS AND SURVEILLANCE

27.1. Customer explicitly agrees and acknowledges that all communications, telephone conversations, and digital interactions regarding the account may be electronically recorded by the Company, with or without an automatic tone warning device.

27.2. Customer agrees that the Company may legally utilize these recordings or transcripts as definitive evidence in connection with any dispute, chargeback claim, or legal proceeding.

27.3. Customer consents to the routine destruction of such recordings according to the Company's internal data retention schedules.

28. STRICT COMPLIANCE DECLARATIONS (AML/FATCA)

28.1. Customer legally declares that all funds invested within the account categorically do not originate from criminal activities, terrorism, drug trafficking, or abduction.

28.2. Customer declares they are not a Politically Exposed Person (PEP), nor are they a US reportable person falling under FATCA or any similar US tax reporting regime.

28.3. Customer declares they are strictly not listed on any global sanctions lists (OFAC, UN), denied-party lists, or negative regulatory registries.

28.4. Customer agrees to immediately notify the Company in writing if any of the aforementioned declarations change.

28.5. Customer acknowledges the Company's right to perform continuous, periodic AML screenings and request updated declarations.

29. TAXATION AND LEVIES

29.1. Customer is solely, absolutely responsible for calculating and remitting all taxes arising from their trading profits to their domestic tax authority.

29.2. The Company may, at its strict discretion, aggressively deduct taxes directly from the account if mandated by an applicable law or international treaty.

29.3. Withdrawals are processed as "gross amounts" subject to potential tax deductions; the Customer possesses zero legal claim against the Company for such regulatory deductions.

30. INACTIVITY AND DORMANT ACCOUNT FEES

30.1. Accounts will incur severe monthly inactivity fees. Following 30 days of total non-use ("Inactivity Period"), a substantial inactivity fee will be systematically deducted from the account balance every month. Exact fee scaling is exhaustively outlined in the Company's Account Fees schedule.

31. ACCOUNT PROCEDURES AND IDENTIFICATION (KYC)

31.1. Draconian financial regulations demand the absolute verification of Customer identity prior to account activation.

31.2. The Company deploys aggressive protocols to prevent identity fraud.

31.3. Customer shall promptly provide all demanded identification documents, including high-resolution IDs, recent utility bills, and redacted copies of credit cards utilized for deposits.

31.4. Customer legally confirms all submitted information is flawlessly true, accurate, and complete, and that absolutely no impersonation has occurred.

32. RIGID WITHDRAWAL AND DEPOSIT PROCEDURES

32.1. Customer acknowledges and accepts the Company's rigid financial procedures:

- (i) Processing deposits and withdrawals mandates the submission of strict AML documentation. This explicitly includes Source of Funds/Wealth (SOF/SOW) evidence, Declarations of Deposits (DOD), and Bank statements.

- (ii) Withdrawals may be severely delayed for compliance reasons entirely outside the Company's control.
- (iii) Credit card withdrawals are strictly routed back to the exact originating card; bank wire withdrawals suffer longer latencies.
- (iv) Credit card deposits executed in non-base currencies will fluctuate due to bank exchange rates; Customer absorbs all variations.
- (v) Bank transfers must strictly originate from an account registered in the Customer's exact legal name; third-party payments are instantly rejected.
- (vi) E-wallet methods are strictly subject to third-party provider rules and exorbitant fees.
- **32.2.** To comply with global AML frameworks, the Company reserves the absolute right to force withdrawals to alternative payment facilities if necessary.

33. EXPLICIT CONSENT TO ELECTRONIC SIGNATURE

33.1. By applying an electronic signature or checking the consent box during registration, the Customer legally acknowledges receipt of this Agreement and irrevocably agrees to be bound by it. **33.2.** Customer formally consents to the digital maintenance of all account records.

34. UNILATERAL AMENDMENT AND WAIVER

34.1. The Company retains the absolute right to unilaterally amend this Agreement at any given time.

34.2. Notice of extreme amendments will be broadcast via the Website or email at least five (5) days prior to taking legal effect.

34.3. Customer agrees to be legally bound by the amendments on the effective date.

34.4. If the Customer objects to the amendments, they must immediately liquidate all open positions and instruct the Company to withdraw all assets within ten (10) business days, effectively terminating the Agreement.

34.5. Any oral agreements or promises contrary to this written Agreement are completely unenforceable and legally void.

35. ENTIRE AGREEMENT CLAUSE

35.1. This overarching Agreement, explicitly including all referenced policies housed on the Company website, constitutes the sole, entire legal agreement between the Company and the Customer, totally superseding any prior negotiations or agreements.

36. NO ASSIGNMENT

36.1. Customer is strictly prohibited from assigning or transferring any rights or obligations under this Agreement without prior written consent from the Company; any attempted assignment is legally void. The Company reserves the absolute right to assign, transfer, or novate this Agreement, in whole or in part, to another corporate entity at its sole discretion.

37. GOVERNING LAW AND OFFSHORE JURISDICTION

37.1. This Agreement is governed exclusively by the laws of the Union of the Comoros. Both parties irrevocably submit to the non-exclusive jurisdiction of the courts within the Union of the Comoros for dispute resolution.

38. BINDING EFFECT AND RATIFICATION

38.1. This Agreement comprehensively covers all current and future accounts opened by the Customer, regardless of any internal structural or personnel changes at the Company.

38.2. The Agreement legally benefits the Company, its subsidiaries, and assigns, while strictly binding the Customer and their legal representatives or heirs.

38.3. Customer retroactively ratifies all prior transactions executed with the Company, confirming they are governed by this Agreement.

CUSTOMER FORMALLY ACKNOWLEDGES HAVING RECEIVED, READ, AND COMPREHENSIVELY UNDERSTOOD THIS ENTIRE AGREEMENT, AND IRREVOCABLY AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS HEREIN.