Innomp Group Limited

Terms & Conditions

RETAIL CLIENT AGREEMENT

(June 2026)

Note: The English language version of this Agreement shall be the sole, official, and legally binding version. Any translation or version provided in another language is for convenience only. In the event of any inconsistency, ambiguity, or discrepancy between the English version and any translation or other version, the English version shall prevail and take precedence in all respects. The Company accepts no liability for any misinterpretation or reliance placed upon translated versions.

This Client Agreement, including any Schedules, Annexes, and other accompanying documents, as amended, updated, or supplemented from time to time (collectively, the "Agreement"), constitutes a legally binding contract between you ("the Client") and us ("the Company"). By applying for, opening, maintaining, or using an account with the Company, you expressly and irrevocably acknowledge that you have read, understood, and agreed to be bound by all terms and conditions of this Agreement, as may be amended from time to time at the sole discretion of the Company.

It is the Client's sole responsibility to carefully review this Agreement in its entirety and to seek independent legal, financial, or other professional advice if any provision is unclear. The Company is under no obligation to explain or interpret any clause beyond making the Agreement available in its governing language. Continued use of the Company's services or platforms shall constitute conclusive acceptance of this Agreement and any amendments thereto.

The Client further acknowledges and agrees that the Company's systems, records, and data shall serve as final and conclusive evidence of the Client's instructions, consents, and acceptance of this Agreement.

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1. INTERPRETATION

In this Agreement:

"**Account**" means the trading account you hold with the Company, designated by a unique account number.

"**Applicable Regulations**" means:
a. The laws of Saint Lucia, including without limitation the Companies Act and any other statutes, rules, or regulations in force from time to time that may apply to the activities of the Company; and
b. Any other applicable laws, rules, regulations, or international obligations that may govern contractual relations between the Company and the Client.

"Associate" means any undertaking within the same group as the Company, any representative appointed by the Company or such undertaking, or any other person with whom the Company has a relationship that may reasonably be expected to give rise to a community of interest between them and the Company.

"Base Currency" means the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in Saint Lucia on which banks are generally open for business.

"Client Money" means any funds received by the Company from or for the Client in connection with trading activities under this Agreement. Under this Agreement, such funds are not protected by a statutory client money or investor compensation regime in Saint Lucia. Any licence or regulated-status statement appearing on the Company's website in relation to another group or affiliated entity does not apply to this Agreement unless expressly stated in a separate written client agreement issued by that entity.

"Contract for Differences" or **"CFD"** means a financial contract between the Client and the Company whereby the parties agree to exchange the difference between the opening and closing value of a position, based on movements in the value or price of an underlying asset, index, currency, or commodity, traded on an over-the-counter (OTC) basis.

"Electronic Services" means any service provided by the Company that enables the Client to access information and trading facilities electronically, including but not limited to internet-based services, mobile applications, and electronic order routing systems.

"Event of Default" means any of the events of default listed in Clause 14.1 through Clause 14.9 of this Agreement.

"Execution" means the completion of Client orders on the Company's trading platform, where the Company acts as principal to the Client's transactions.

"FX Contract" means a contract between the Company and its Client to exchange two currencies at an agreed exchange rate.

"OTC" means "over the counter" and refers to transactions conducted outside of a regulated exchange.

"Online Trading System" or **"Trading Platform"** or **"Platform"** means all programs and technical facilities provided by the Company which deliver real-time quotes, allow transactions to be made, orders to be placed, modified, deleted, or executed, and calculate all mutual obligations between the Client and the Company.

"Principal" means the Company acts as principal when it is the sole execution venue with respect to the execution of Client orders.

"The Company Trading Desk" means the trading desk operated by the Company at its premises located at Ground Floor, Place Creole Building, Rodney Bay, Gros Islet, Saint Lucia.

"The Company Online Trading System" means the internet-based trading system, MetaTrader 5 (or any replacement system notified by the Company), available via the Company's website through which Clients may provide trading instructions.

"Secured Obligations" means the net obligations owed by the Client to the Company after the application of set-off under Clause 12 (Margining Arrangements).

"System" means all computer hardware, software, equipment, network facilities, and other resources and facilities required to enable the Client to use an Electronic Service.

"Transaction" means any transaction subject to this Agreement, including FX Contracts and CFDs, whether margined or non-margined, entered into between the Client and the Company on an over-the-counter (OTC) basis.

2. INTRODUCTION

Scope of this Agreement

This Agreement sets out the terms on which **Innomp Group Limited** (hereinafter the "Company") provides services to you. It governs each Transaction entered into or outstanding between you and the Company on or after your acceptance of this Agreement.

Commencement

This Agreement supersedes any prior agreement between you and the Company on the same subject matter and takes effect once you indicate acceptance via the Company's website or trading platform.

Applicability

This Agreement applies to all Transactions contemplated under it, including but not limited to FX Contracts and CFDs entered into on an over-the-counter (OTC) basis.

Acceptance of Terms

By accessing or using the Company's Online Trading System, you confirm that you have read, understood, and accepted these Terms and Conditions without modification. You may not become a client of the Company unless you have accepted this Agreement.

Version Control

Your access and use of the Online Trading System are governed by the version of these Terms and Conditions in force at the time you access and/or use the system. The Company reserves the right to amend these Terms and Conditions at its sole discretion.

3. GENERAL

Information about Us

The Company is incorporated in Saint Lucia under the Companies Act, with registered office at Ground Floor, Place Creole Building, Rodney Bay, Gros Islet, Saint Lucia. The Company is not licensed or regulated by the Financial Services Regulatory Authority (FSRA) of Saint Lucia.

Any licence, regulatory status or regulated-entity reference appearing on the Company's website or marketing materials applies only to the specific legal entity expressly identified and does not extend to the Company or this Agreement unless stated in a separate written client agreement.

The Company acts as a **market maker** and principal counterparty in respect of FX Contracts and CFDs offered to Clients. The Company owns and operates websites, brand names, and trading platforms, including but not limited to **www.innomp.com**, and may also provide additional services such as copy trading at its sole discretion.

Language

This Agreement is supplied in English and communications with the Company shall be conducted in English. The Company may, at its discretion, provide translations or communicate in other languages, but in the event of inconsistency, the English version shall prevail.

Communication with Us

Clients may communicate with the Company in writing, electronically (including email or through the Company's Online Trading System), or orally (including telephone). The Company's contact details are provided in Clause 19 (Miscellaneous). In the event of inconsistency between the Company's website and this Agreement, this Agreement shall prevail.

Capacity

The Company acts solely as principal in all Transactions. The Client enters this Agreement as principal and not as agent, trustee, or representative of any other party.

Legal Age

Services are available only to individuals who are at least 18 years old (or the legal age of majority in their jurisdiction, if higher). The Client represents and warrants that they meet this requirement. The Company reserves the right to request proof of age and to suspend or terminate accounts where satisfactory evidence is not provided.

General Interpretation

References to "clauses" or "Schedules" are to clauses and schedules of this Agreement unless otherwise required by context. References to laws or regulations include amendments, re-enactments, or modifications thereof. Words in the singular include the plural and vice versa. Headings are for convenience only and shall not affect interpretation.

Schedules
Schedules, where applicable, form part of this Agreement. In the event of conflict, the terms of the relevant Schedule shall prevail.

4. REGULATION

Applicable Regulations
This Agreement and all Transactions are subject to Applicable Regulations. The Company is responsible only for obligations legally applicable to Innomp Group Limited under this Agreement. Website references to any licence or regulated affiliate do not extend such licence, obligations or protections to this Agreement unless expressly stated in writing.

Company's Discretion
The Company may take or omit any action it considers necessary to comply with Applicable Regulations or to protect its own interests and those of its affiliates. Such actions shall be binding on the Client and shall not give rise to any liability on the part of the Company, its affiliates, directors, officers, or employees.

Governmental or Third-Party Action
If any governmental, judicial, or other competent authority imposes measures affecting Transactions, the Company may take such steps as it deems necessary or desirable to mitigate its own risk or loss. Such actions shall be final and binding on the Client.

5. COSTS, PAYMENTS AND CHARGES

Charges
The Client shall pay the Company's charges as notified from time to time, including but not limited to spreads, commissions, overnight financing, and any other applicable fees. Current charges are published on the Company's website and may be amended at the Company's sole discretion.

Additional costs
Clients acknowledge that additional taxes or costs may arise that are not imposed or collected by the Company. The Client shall be solely responsible for such obligations.

Payments

All payments due to the Company shall be made promptly, in full, and in the currency specified by the Company, to the Company's designated bank account or approved cryptocurrency wallet. Such payments shall be made free and clear of, and without any set-off, counterclaim, deduction, or withholding of any nature, whether in respect of taxes, fees, charges, commissions, or otherwise, unless such deduction or withholding is required by applicable law.
If any deduction or withholding is required by applicable law, the Client shall be responsible for paying to the Company such additional amount as is necessary to ensure that the net amount actually received by the Company equals the full amount that would have been received had no deduction or withholding been made.
The Client acknowledges that the Company may, in its sole discretion, refuse to credit any payment or may reverse credited amounts if the source of funds is not acceptable, unverifiable, or raises concerns as to legality, money laundering, fraud, or other improper purpose.

Rollovers, Interest
Financing charges (swap/rollover fees) may apply to open FX or CFD positions. The calculation method and rates are determined by the Company at its discretion and may change without notice. Clients are responsible for checking the Company's website for current rates..

6. RIGHT TO CANCEL

The Client has a right to cancel this Agreement within fourteen (14) days of acceptance (the "Cancellation Period"). Notice must be provided in writing to the Company's registered office or electronically. Cancellation of this Agreement shall not affect any Transactions entered into during the Cancellation Period.

7. NON ADVISED BASIS

Execution-Only
The Company deals strictly on an execution-only basis and does not provide investment, tax, legal, or other advice.

Client's Own Judgement
The Client acknowledges that all decisions to enter into Transactions are made independently, that they understand the risks involved, and that they have read and accepted the Company's Risk Disclosure Statement. The Company does not act as fiduciary for the Client.

Incidental Information
Any market commentary, research, or recommendations provided by the Company are incidental to the trading relationship and do not constitute advice. The Company does not guarantee accuracy or completeness of such information, and the Client accepts that the Company may act upon the same information prior to communicating it..

Conflicts of Interest
The Company maintains a conflicts of interest policy, which may be provided upon request.

8. CUSTOMER ACCOUNTS AND INITIAL DEPOSITS

Account Opening
Prior to trading, Clients must: (i) complete the registration process; (ii) provide the required documents and information; (iii) deposit cleared funds into their account; and (iv) accept this Agreement and the Risk Disclosure Statement. The Company may, in its sole discretion, require signed documents in addition to online acceptance.

Currency of Accounts
Trading accounts may be opened in USD, EUR, or such other currencies as determined by the Company.

Joint Accounts
Where accounts are opened jointly:

a. Each holder shall be jointly and severally liable for all obligations.
b. Any joint holder may give instructions unless the Company requires joint authority.
c. Upon the death of one holder, surviving holders may continue to operate the account.
d. The Company may require written consent of all holders for termination or withdrawal.

Account Closing
Accounts may be closed by the Client upon written notice and submission of a withdrawal request. The Company may close accounts at its sole discretion, with or without notice, where it deems necessary to protect its interests.

Company's Rights

The Company may freeze, suspend, or terminate accounts and Transactions where it suspects fraud, breach of this Agreement, or any activity contrary to its interests.

9. TRADING POLICIES AND PROCEDURES

Instructions
You may provide instructions through the Company's Online Trading System ("Platform") or such other electronic means as we may permit. The Company is authorised to rely upon and act on any instructions received in good faith, without further enquiry as to their authenticity, whether or not confirmed in writing. For purposes of this Agreement, "instructions" and "orders" have the same meaning.

Types of Orders
We may, in our sole discretion, accept orders including but not limited to:

- **Market Orders** – executed at the current market price quoted by the Company.
- **Limit Orders** – executed when the specified price is reached or better.
- **Stop Loss Orders** – executed once a pre-set trigger price is reached, acknowledging that execution may occur at a materially different level due to market conditions ("gapping").
- **Trailing Stops** – as per Stop Loss but linked to market movements.
- **One Cancels the Other (OCO) Orders** – where execution of one order cancels the other.
- **Good Till Cancelled (GTC) Orders** – valid until filled or cancelled.

The Company may modify, suspend, or discontinue acceptance of any order types at its discretion.

Order Validity & Acceptance
Orders remain valid according to the terms specified at placement, or indefinitely if not specified. The Company may, but is not obliged to, accept any order. The Company reserves the right to decline, delay, or cancel orders without explanation, including but not limited to: insufficient margin, suspected market abuse, breach of this Agreement, or technical/systemic reasons.

Execution
The Company acts as principal and sole execution venue. Execution factors may include price, speed, size, and likelihood of execution, as determined at the Company's discretion. The Client acknowledges that execution may occur at prices

materially different from those quoted or requested due to market volatility, slippage, or latency.

Cancellation of Trades

We may cancel, adjust, or void any trade where we reasonably believe:

- fraud, illegal activity, or breach of this Agreement has occurred;
- prices were impacted by error, malfunction, or manipulation;
- transactions were abusive (including arbitrage, latency, or coordinated activity).

Any profits derived from such activity may be withheld or reversed, and you shall indemnify us for resulting losses.

Improper or Abusive Trading

If the Company determines, in its sole discretion, that the Client has engaged in improper or abusive trading (including but not limited to sniping, scalping on misquotes, arbitrage on system errors, coordinated transactions, or trading strategies designed to exploit delays or malfunctions), the Company may:

a. adjust prices;
b. remove profits;
c. restrict access or shift execution to manual quotation;
d. recover illicit profits from the accont;
e. cancel trades; and/or
f. immediately terminate the account

Authority

We are entitled to act on any instruction accompanied by your correct account number and password, without further verification. For joint accounts, instructions from any one holder shall be sufficient unless otherwise agreed.

Deposits & Withdrawals

The Company may decline deposits or withdrawals where required documents are missing, fraudulent, or raise concerns of illegality, chargebacks, or fraud. Withdrawals will be processed only to an account in the Client's name, subject to sufficient margin being maintained. Bonuses or promotional credits may be debited if withdrawal conditions are unmet.

Inactive & Dormant Accounts

Accounts with no trading or deposit activity for ninety (90) days may be classified as **Inactive** and subject to administration fees. Accounts with a zero balance and no

activity may be archived as **Dormant**. Reactivation requires updated verification documents.

Control of Orders Prior to Execution

The Company may set limits and/or parameters to control the Client's ability to place orders at its absolute discretion. Such controls may include:

a. limits over maximum order amounts and order sizes;
b. limits over the Company's total exposure to the Client;
c. limits over order prices that significantly deviate from prevailing market prices;
d. verification procedures to confirm order authenticity;
e. other limits or parameters the Company considers necessary.

Trade Adjustments

The Company reserves the right to widen spreads, adjust leverage, change rollover rates, and/or increase margin requirements without notice under certain market conditions, including but not limited to periods of high volatility, fundamental announcements, or credit market changes. The Client agrees to indemnify the Company for any losses resulting from such adjustments.

Execution of orders

The Company will use reasonable endeavours to execute orders promptly but makes no representation or warranty that any order will be executed at the price requested or according to instructions.

Confirmations

Daily trade confirmations and account statements will be made available via the Client's online account. In the absence of manifest error, such confirmations shall be deemed correct and binding unless the Client notifies the Company within five (5) Business Days.

Prohibited Trading

Employees, former employees, business associates, or former business associates of the Company may not trade directly or indirectly with the Company without prior written approval. Any such accounts may be terminated, trades cancelled, and funds confiscated..

Disabling and Cancelling Deposits

We have the right not to accept funds deposited by you and/or to cancel your deposits in the following circumstances:

a. if you fail to provide the Company with any documents it requests from you either for client identification purposes or for any other reason;
b. if the Company suspects or has concerns that the submitted documents may be false or fake;
c. if the Company suspects you are involved in illegal or fraudulent activity;
d. if the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen;
e. where the Company considers that there is a chargeback risk; and/or
f. when you deposit $10,000 or more or if you make over 10 separate deposits to your trading Accounts and The Company is unable to verify your credit or debit card details or is unable to verify any other payment method used.

In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account that have been initially received.

Performance & Settlement
The Client shall promptly deliver any instructions, money, or documents required to settle transactions.

Position Limits
The Company may impose limits on open positions at any time and may close out positions in its discretion to enforce such limits.

Platform Functionality
Trailing Stop functionality requires the Client's MetaTrader 5 terminal to be open. If the terminal is closed, only the pre-set Stop Loss may trigger.

Withdrawals
Withdrawals will be processed to the same payment source from which deposits were received, subject to margin requirements and verification. Joint accounts require all required holders to sign withdrawal requests.

Bonuses and Promotions
Bonuses, promotions, and trading awards may be offered at the Company's discretion. Terms and conditions will apply to each program. Bonuses may be removed if withdrawal conditions are unmet.

10. ELECTRONIC TRADING TERMS

Scope
This Clause governs your access to and use of any and all electronic services, trading platforms, systems, software, or communication channels (collectively, "Electronic Services") provided by the Company.

Access and Trading Hours
Once you have successfully completed the required security and authentication procedures, you will be granted access to the Electronic Services, subject always to the Company's discretion. Trading hours are generally from 21:00 GMT Sunday to 21:00 GMT Friday (winter time), subject to public holidays, liquidity conditions, or any other suspension as may be determined by the Company in its sole discretion. Updated trading times for specific instruments will be published on the Company's website. The Company reserves the right to suspend, restrict, or amend trading hours at its sole discretion and will use reasonable efforts to notify you accordingly.

Electronic Order Entry and Execution
Orders entered via the Electronic Services constitute binding instructions once transmitted. Market Orders are generally executed immediately, subject to available liquidity, sufficient margin, and technical conditions. Orders may fail due to price changes, insufficient funds, invalid order specifications, or technical/system interruptions.

One-Click Trading
If you activate the one-click trading feature, orders will be transmitted and executed upon clicking "BUY" or "SELL," provided that sufficient margin is available. You acknowledge that one-click trading increases execution speed but reduces the opportunity to confirm orders, and you assume full responsibility for all transactions entered into using this feature.

Restrictions
The Company may impose limits on the number, size, or type of transactions available through the Electronic Services. Such limits may be published on the website or imposed directly without prior notice.

Access Requirements
You are solely responsible for obtaining, maintaining, and securing the hardware, software, and internet connection required to use the Electronic Services.

System Integrity and Virus Protection

You must implement and maintain industry-standard virus protection, firewalls, and system safeguards. The Company will not be liable for damages caused by your failure to secure your systems.

Intellectual Property

All intellectual property rights in the Electronic Services remain vested in the Company or its licensors. You are prohibited from copying, modifying, reverse-engineering, disassembling, sublicensing, or distributing the Electronic Services without express written consent, except as required by law.

Liability and Indemnity

The Company shall not be liable for any losses or damages arising from:

- **a.** System errors, malfunctions, interruptions, or unauthorized third-party interference;
- **b.** Delays, inaccuracies, or failures in price feeds, data, or trade execution;
- **c.** Viruses or similar harmful items transmitted through the Electronic Services despite reasonable precautions;
- **d.** Unauthorized access resulting from your failure to maintain security of access credentials;
- **e.** Acts of exchanges, clearing houses, liquidity providers, or other third parties beyond the Company's control.

You agree to indemnify and hold the Company harmless against all losses and liabilities resulting from unauthorized or improper use of the Electronic Services by you or by any person using your credentials.

Suspension and Termination

The Company may suspend or permanently withdraw Electronic Services with 24 hours' notice, or immediately without notice where necessary for security, maintenance, system integrity, or in the event of your breach of this Agreement. Upon termination, you must cease using and, if requested, return or destroy all software and documentation provided in connection with the Electronic Services.

11. CLIENT MONEY

Treatment of Funds

Under this Agreement, funds received from you are not subject to a statutory client money or investor compensation regime in Saint Lucia. The Company may hold your funds in bank accounts, payment service providers or digital asset wallets, including outside Saint Lucia.

Any licence or regulated status disclosed in relation to an identified affiliate does not apply to funds held under this Agreement unless expressly stated in a separate written agreement with that regulated entity.

Acknowledgement of Risk

You expressly acknowledge that:

a. Your funds may be commingled with the Company's funds and may not be segregated;
b. In the event of insolvency, liquidation, or default of the Company or any third-party holding institution, you may rank as an unsecured creditor;
c. No statutory compensation scheme applies.

Interest

No interest is payable on balances held in your account, unless expressly agreed in writing. The Company may hold client funds in Saint Lucia or outside Saint Lucia, subject to this Agreement and applicable law.

Unclaimed Funds

If no activity occurs on your account for a period of six (6) years, and after reasonable attempts to contact you, the Company may treat such funds as abandoned and no longer maintain any obligation to you in respect of those funds

12. MARGINING ARRANGEMENTS

Margin Requirements

You are required to maintain margin deposits as determined by the Company from time to time. Margin levels are monitored continuously and may be adjusted at the Company's discretion to reflect market conditions.

Margin Calls

You must promptly satisfy all margin calls by depositing additional funds upon demand. Failure to do so may result in the immediate liquidation of positions without prior notice, and you shall be liable for any resulting deficit.

Form of Margin

Margin must be provided in cash or acceptable equivalent as determined by the Company.

Set-Off

In the event of your default, the Company may set-off any margin or other funds held on your behalf against your obligations to the Company.

Lien

The Company shall have a general lien over all funds, accounts, and property held on your behalf until all obligations are satisfied.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant, and covenant that:

- **i.** If you are a natural person, you are of legal age and full capacity to enter into this Agreement;
- **ii.** If you are a legal person, you are duly constituted, validly existing, and authorized to enter into this Agreement.
- iii. This Agreement and all transactions are binding, enforceable, and do not breach any applicable law or agreement binding upon you,
- iv. You act as principal and beneficial owner of the account(s), and not as agent, trustee, or nominee for any third party, unless expressly disclosed to the Company,
- v. Information provided by you is true, complete, and not misleading in any material respect.
- vi. You are financially capable of bearing the risks of trading leveraged products, including the risk of total loss.
- vii. You will not engage in abusive trading practices, false or misleading orders, or any conduct that may manipulate prices or exploit system errors.
- viii. You will comply with all applicable laws relating to anti-money laundering, counter-terrorist financing, sanctions, and financial crime prevention.

You covenant to promptly notify the Company of any material change in your circumstances or any breach of these representations.

14. EVENTS OF DEFAULT

The following shall each constitute an Event of Default:

- **i.** You fail to make any payment when due under this Agreement, or fail to observe or perform any provision of this Agreement, and such failure continues for one (1) Business Day after written notice of non-performance has been given by us to you.
- **ii.** You commence any procedure for liquidation, winding-up, reorganisation, composition, moratorium, or other relief under any bankruptcy, insolvency, or similar law applicable to you, or you seek the appointment of a receiver, liquidator, administrator, trustee, or similar officer (“Custodian”), or take any corporate action to authorize any of the foregoing.

iii. An involuntary procedure is commenced against you seeking liquidation, reorganisation, or similar relief, or seeking the appointment of a Custodian over you or your assets, and such procedure is not dismissed within five (5) Business Days of commencement.

iv. You die, become incapacitated, or are declared bankrupt or insolvent under applicable law, or any indebtedness of yours is not paid when due or becomes capable of being declared due and payable before its stated maturity.

v. You or any guarantor, margin provider, or other credit support provider ("Credit Support Provider") disaffirm, disclaim, or repudiate any obligation under this Agreement or any credit support arrangement.

vi. Any representation or warranty made by you under this Agreement proves to be false or misleading in any material respect when made or deemed made.

vii. You or any Credit Support Provider fail to perform any obligation under any credit support arrangement, or such arrangement ceases to be valid, binding, or enforceable.

viii. Any event of default (however described) occurs under any other agreement between you and the Company.

ix. You fail to disclose truthfully your beneficial ownership of accounts or act as agent/manager for third parties without the Company's prior written consent.

x. You engage in abusive trading, including exploiting delays, placing orders at off-market prices, manipulating the system, or any other conduct which the Company reasonably determines to be improper.

xi. Any event or circumstance occurs which, in the Company's sole discretion, has or may have a material adverse effect on your ability to perform your obligations under this Agreement.

15. NETTING

Rights on Default

On the occurrence of an Event of Default, we may exercise our rights under this Clause. In the case of a Bankruptcy Default (as defined above), termination shall occur automatically without notice.

Liquidation Date

We may designate a date (the "Liquidation Date") for termination and liquidation of all outstanding Transactions. For a Bankruptcy Default, the date of occurrence shall automatically constitute the Liquidation Date.

Calculation of Liquidation Amount

On the Liquidation Date:

- All obligations under outstanding Transactions shall terminate and be replaced with a single net settlement obligation.
- We shall determine in good faith the total cost, loss, or gain resulting from the termination, including the cost of re-establishing hedges.
- All costs or losses will be treated as positive amounts; all gains as negative amounts. These shall be aggregated to produce a net "Liquidation Amount."

Settlement
If the Liquidation Amount is positive, you shall pay it to us. If negative, we shall pay it to you. The Liquidation Amount shall be payable in the Base Currency on the next Business Day following calculation. Any overdue amount shall accrue interest at one percent (1%) above the prevailing overnight interbank rate.

Single Agreement
This Agreement and all Transactions hereunder constitute a single, unified agreement.

16. RIGHTS ON DEFAULT

Upon an Event of Default, we may, without prior notice:

i. Settle your account by payment of fair market value of investments rather than returning the original assets.
ii. Sell any of your investments or property held by us or our nominees to satisfy obligations.
iii. Close out, replace, reverse, or hedge any Transactions at our discretion.
iv. Cancel or void Transactions, realised or unrealised profits or losses, and/or close your accounts with us.

17. TERMINATION WITHOUT DEFAULT

Either party may terminate this Agreement by giving fourteen (14) calendar days' written notice. We may terminate immediately in case of breach or insolvency.

Upon termination:

- All sums due become immediately payable, including fees, charges, commissions, and losses from closing positions.
- The Company will return remaining funds to your originating bank account (or another verified account in your name).
- Termination does not affect accrued rights or outstanding obligations.

18. EXCLUSIONS, LIMITATIONS AND INDEMNITY

- We are not liable for indirect, special, or consequential losses, loss of profits, goodwill, or business opportunity.
- We are not liable for tax consequences of any Transaction.
- We are not liable for failures caused by events beyond our control, including technical failures, system interruptions, acts of government, or market disruption.
- You are responsible for all orders placed under your credentials.
- You shall indemnify us fully against any losses, costs, or liabilities arising from your breach, misrepresentation, or failure to comply with this Agreement.

19. INDUCEMENTS

We may pay or receive fees, commissions, or non-monetary benefits in connection with services provided, provided such benefits are disclosed and do not impair our duty to act honestly and fairly.

20. CONFLICTS OF INTEREST

We may have interests or relationships in transactions with you. We will seek to manage conflicts in accordance with our Conflicts of Interest Policy. You acknowledge and accept that policy, available upon request.

21. REPORTING

Unless required by applicable law or expressly agreed in writing, the Company is not responsible for making regulatory reports on your behalf. You remain solely responsible for any reporting required under laws applicable to you.

22. FORCE MAJEURE

If a Force Majeure Event (including market disruption, suspension, natural disaster, civil unrest, or government action) occurs, we may:

- Suspend or alter trading hours.
- Amend margin requirements.
- Close positions or cancel orders.
- Take any action deemed necessary to protect the Company or its clients.

Neither party shall be liable for failure to perform obligations (other than payment obligations) due to Force Majeure.

23. MISCELLANEOUS

- Amendments: We may amend this Agreement with ten (10) Business Days' notice.
- Notices: Communications will be made to the contact details last provided by each party.
- Electronic Communications: Orders transmitted electronically shall be binding.
- Recordings: Telephone calls may be recorded and used as evidence.
- Records: Our records shall be conclusive in the absence of manifest error.
- Complaints: A complaints policy is available on request. No Saint Lucia statutory complaint or compensation scheme applies unless mandatory law provides otherwise.
- Assignment: You may not assign rights without our consent. We may transfer rights to affiliates or successors.
- Set-off: We may set off any amounts owed by you against any amounts payable by us to you.
- Partial Invalidity: Invalid provisions do not affect enforceability of the remainder.
- Time of Essence: All obligations of the Client are time-sensitive.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Saint Lucia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Saint Lucia in respect of any dispute arising out of or in connection with this Agreement.

Schedule 1 - Disclosures

Interest Policy

No interest is payable on account balances.

The Company

- Innomp Group Limited is incorporated in Saint Lucia and provides execution-only services; it does not provide investment advice.
- The Company acts as principal, not as agent, in all Transactions carried out via the Company's online trading platform (www.innomp.com).
- Any licence or regulated-status statement on the website applies only to the specific entity expressly identified and does not extend to this Agreement unless expressly stated in a separate written client agreement.

Risk Disclosure

- Trading FX and CFDs carries a high risk of loss and may not be suitable for all investors.
- Leverage may magnify both gains and losses, and losses may exceed initial investment.
- Stop-loss orders are not guaranteed.
- Prices may be volatile, and market conditions may prevent closing positions.
- You should not trade with money you cannot afford to lose.
- No statutory client money or investor compensation scheme applies to this Agreement. Any protection linked to a regulated affiliate applies only where the Client is separately contracted with that entity.

Acknowledgment

By signing this Agreement, you confirm that you have read, understood, and accepted the risks and terms set out herein.

I / WE HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS SET OUT ABOVE

Client’s signature

Company’s signature