

Phyntex Group Limited

CLIENT AGREEMENT

Last Updated: 31 January 2026

These are the complete terms and conditions applicable to accessing and/or using any of the Company's website(s), electronic trading platform(s), software and/or services (hereinafter collectively referred to as our 'Online Trading Facility').

Phyntex Group Limited is licensed in Mwali as an International Business Company (HY00823421) and as an International Brokerage and Clearing House (T2023344) under Mwali International Services Authority in Comoros Union with license number with registered address at Moheli Corporate Services Ltd, P.B. 1257 Bonovo Road, Fomboni, Comoros, KM. Phyntex Markets is a trading name of Phyntex Group Limited, hereinafter referred to as "Phyntex Markets" and/or "Company" and/or "we" and/or "our" and/or "us", "regulated and authorized by the Mwali International Services Authority. These terms and conditions (Hereinafter referred to as these 'Terms and Conditions' and/or this 'Agreement') are subject to all access and/or use of our Online Trading Facility in accordance with the terms and conditions hereof.

Before accessing and/or using our Online Trading Facility, please fully and carefully read these Terms and Conditions. Before you can become a customer of the Company, you must read, agree with, and accept all the terms and conditions contained in this Agreement without modification, including those terms and conditions expressly set out below, and those incorporated herein by reference.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND / OR IF YOU DON'T AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND / OR USE OUR ONLINE TRADING FACILITY IN ANY WAY AND INFORM US IMMEDIATELY.

We reserve the right, at any time, to amend, delete, or add to any of the provisions of these Terms and Conditions in accordance with the terms of this Agreement. We will post such changes to our Online Trading Facility and/or otherwise notify you of such changes when these Terms and Conditions are amended (hereinafter referred to as "Changes"). Any such notification shall be deemed to be adequate notice and it is your duty to consult this Agreement on our Online Trading Facility on a regular basis and/or to verify any such changes. Therefore, from time to time, you should review these pages to ensure that you are aware of any such changes.

1. Scope of Agreement

1.1 This Agreement shall be concluded between you as our client (hereinafter referred to as "you" or "your" or "client" in general terms) and Phyntex Markets as a limited liability company incorporated under the laws of Comoros Union and regulated by the Mwali International Services Authority, with its registered office at Moheli Corporate Services , P.B. 1257 Bonovo Road, Fomboni, Comoros, KM. This Agreement describes in full detail the terms and conditions that you must accept before accessing and/or using our Online Trading Facility, without restrictions or objections. In addition, you must fully understand and agree to all the terms and conditions expressly explained and/or implied herein, and/or incorporated herein by reference before you access and/or use our Online Trading Facility and before you become a client of the Company. Notwithstanding anything to the contrary, you imply that you have read these Terms and Conditions by continuing to use our Online Trading Facility and have unconditionally accepted these Terms and Conditions in their entirety and without reservation.

1.2 "Phyntex Markets" (hereinafter referred to as "Company", "us", "our" or "we") and "you" as our customer (Hereinafter referred to as "you", "your" or "customer" in general terms) may hereinafter be referred to separately as "Party" and collectively as "Parties".

2. Establishment of Account

3.1 For the purpose of becoming a customer of us, we will evaluate the Account Opening Application Form(s) you submitted and inform you by e-mail whether your application is accepted. We reserve the right, at our sole discretion and for any reason, to refuse and/or decline your application(s), without being obliged to provide you with any explanation or justification.

3.2 By law, we are obliged to confirm and verify the identity of everyone who registers with us and opens an account with us. Therefore, we may ask you to provide personally identifiable information at any given time, starting from the date of your registration with us. We reserve the right to restrict, block access to our online trading facility and/or terminate and/or close your account with us if we do not provide such information and/or if such information appears to be false, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our customer, you will confirm to us that any information you provide us with is true, accurate, up-to-date, and complete. You also agree that you will not impersonate any individual or entity, misrepresent any affiliation with another individual, entity or association, use false headers or otherwise hide your identity from us for any purpose or reason.

3. Commissions and Fees

Client agrees to pay all charges relating to the CFD transactions conducted by or through Phyntex Markets, including without limitation commissions, markups, markdowns, transaction fees, transfer and cancellation charges, and inactive account fees.

4. Authorization

4.1 For the avoidance of doubt, we shall not be liable in any way or manner for any unauthorised access and/or use by minors of our Online Trading Facility and we shall not be liable for determining whether any transactions and/or contracts that you may enter through our Online Trading Platform are appropriate, appropriate, or advisable to you.

5. Experience and Knowledge in Financial Matters

5.1 In addition, our Online Trading Facility is only available to and may only be used by persons with sufficient financial experience and knowledge who are able to assess the merits and risks of accessing and/or using our Online Trading Facility and entering transactions and contracts through our Online Trading Facility without relying on any information.

5.3 Without prejudice to any of the above, we shall not be liable to verify and/or verify whether you have sufficient knowledge and/or experience to access and/or use our Online Trading Facility and/or to enter into financial contracts through our Online Trading Facility, nor shall we be liable for any damages and/or losses incurred by you as a result of insufficient knowledge. Please do not access and/or use our online trading facility if you do not qualify and inform us immediately in writing.

6. Legal Restrictions

6.1 Without limiting any of the above, our Online Trading Facility is NOT accessible where access is illegal. We reserve the right, at our sole discretion and for any reason, to refuse, reject and/or cancel our Online Trading Facility and/or any part or component thereof at any time without being obliged to provide you with any explanation or justification thereof.

6.2 In that regard, you acknowledge that the laws relating to financial contracts vary worldwide and that it is your sole duty and your sole duty to ensure that you fully comply with any law , regulation or directive applicable to your country of residence or, in the case of a legal entity, in its country of formation, incorporation and/or residence with regard to access and/or

residence. The ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities that you may undertake through it, is / are legal under the laws, regulations, or directives applicable to your country of residence or, in the case of a legal entity, in its country of establishment, incorporation and/or domiciliation, to avoid doubt.

6.3 Our Online Trading Facility does NOT constitute and may NOT be used for the purposes of any offer and/or request made to any person in any jurisdiction in which such offer and/or request is not authorized and/ or to any person to whom such offer and/or request is unlawful. In certain jurisdictions, access to and/or use of our Online Trading Facility and the offering of financial contracts through our Online Trading Facility may be restricted, and users accessing our Online Trading Facility are therefore required to inform themselves and comply with such restrictions.

7. Amendments

7.1 We reserve the right, at any time and at our sole discretion, to amend, modify, delete, or add to any of the provisions of this Agreement without giving prior notice or advance notice.

7.2 We will post such changes to our Online Trading Facility and/or otherwise notify you of such changes when these Terms and Conditions are amended (hereinafter referred to as 'Changes'). Any such notification shall be deemed to be adequate notice and it is your duty to consult this Agreement on our Online Trading Facility on a regular basis and/or to verify any such changes. Therefore, from time to time, you should review these pages to ensure that you are aware of any such changes.

7.3 All amended terms and conditions shall become effective five (5) calendar days after their initial posting to our Online Trading Facility or the first time you have accessed and/or used our Online Trading Facility after such changes have been made, whichever is earlier.

7.4 Your continued access to and/or use of our Online Trading Facility after any changes have been published shall be deemed to be your agreement to the amended Terms and Conditions and shall be governed by the amended Terms and Conditions. If you do not want to be bound by such changes, you must cease accessing and/or using our online trading facility and inform us immediately in writing.

7.5 There may be different specific terms of access and/or use posted in some areas or parts of our Online Trading Facility. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, your access to and/or use of that relevant area or part of our Online Trading Facility shall take precedence over the latter.

8. Pricing, Conditional Orders and Gapping Markets

Client acknowledges and understands that Phyntex Markets does not guarantee the execution of orders at specific prices, including conditional orders such as stops and/or limits, specifically at times of increased volatility or volume, including market news announcements, due to gapping markets, grayed out pricing, and market liquidity. Client understands that orders received during instances of increased market volatility will be filled at the next best price available or the fair market value. Client acknowledges that during instances of gapping markets, conditional orders, specifically stop losses, will be filled at the next available price following a gapping market. Pricing can gap past the price set forth in conditional orders, resulting in clients losing more funds than initially intended. Client acknowledges that due to such risks, Phyntex Markets encourages clients to utilize market orders rather than conditional orders, as market orders are provided with a requote and allow Clients to accept or reject the new price. Client agrees that Phyntex Markets is not responsible for any losses, including margin calls, which occur as a result of conditional orders being filled during a gapping market or orders being filled at certain prices as a result of greyed out pricing and/or limitations in market liquidity.

9. Widened Spreads

Client understands and acknowledges that there may be instances where spreads widen beyond the typical spreads offered. During volatile markets, such as news announcements, rollover period spreads may widen substantially in order to compensate for increased market volatility. Client is advised to utilize extreme caution when trading during increased volatility in the markets, including major news events, as widened spreads can adversely affect all positions in an account including hedged positions.

10. Limitations on Investment Guidance and Professional Advice

10.1 Our online trading facility is NOT meant to provide advice on legal, tax or investment matters. All information on our Online Trading Facility is for educational purposes only and is under no circumstances intended to provide legal, tax or investment advice and there is no guarantee, whether express or implied, of any profit or income statement.

10.2 Based on your personal investment goals, financial circumstances, and risk tolerance, you are

solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you. Concerning your situation, you should consult your legal or tax professional.

11. Restriction of Access and Use of Our Online Trading Facility

11.1 We reserve the right at any time to suspend the operation of our Online Trading Facility, or any portion(s) or parts thereof. In such a case, we may close your open positions, transactions and/or contracts at prices that we consider fair and reasonable at that time, at our sole discretion (with or without notice), and no claims may be made against us in connection with them.

11.2 We may impose volume or other limits on any accounts at our sole discretion.

11.3 Contract pay-outs shall be determined by us by reference to the daily values reported on our Online Trading Facility that are relevant to the inter-bank trading data received by us for transaction and/or contract quotes, subject to the 'provision' that, in the event of miss-priced or typographically incorrect data, we shall be entitled to make corrections to such data.

11.4 You understand that while the Internet and the worldwide web are generally reliable, you may be delayed or prevented from accessing and/or using our Online Trading Facility by technical problems or other conditions.

12. Technical Issues

12.1 We are not responsible for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access problems, system capacity problems, high demand for Internet traffic, security breaches and unauthorized access, and others, and you agree not to hold or seek to hold us or any of our Agents or Third-Party Service Providers liable for any technical problems.

12.2 We do not represent, warrant, or guarantee that, always or locations of your choice, you will be able to access and/or use our Online Trading Facility or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

12.3 We do not represent, warrant, or guarantee that uninterrupted and error-free service will be provided by our Online Trading Facility. With respect to our Online Trading Facility and its content, we make no guarantees or warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

12.4 We shall not be liable, without prejudice to any of the foregoing, for the impossibility of executing orders and requirements due to failures in the operation of information systems caused by technical failures beyond our control.

13. Notices

Client agrees and acknowledges that all notice requirements set forth therein, shall be satisfied by Phyntex Markets through the sending of any notification to the email address submitted with this Agreement by the Client

14. Recorded Conversations

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and Phyntex Markets personnel may be electronically recorded with or without the use of an automatic tone warning. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or Phyntex Markets. Client understands that Phyntex Markets destroys such recordings at regular intervals in accordance with Phyntex Markets's established business procedures and hereby consents to such destruction.

15. Leverage and Margin

15.1 The Company may offer variable leverage depending on the Client's account type, trading activity, and prevailing market conditions.

15.2 The Company reserves the right, at its sole discretion, to **adjust leverage and/or margin requirements at any time without prior notice**, including but not limited to the following circumstances:

- (a) High-impact news events or major economic announcements ("News Events");
- (b) Periods of abnormal market volatility;
- (c) Low liquidity conditions;
- (d) Internal risk management requirements.

15.3 During News Events, the Company may implement temporary leverage restrictions on affected instruments, including:

15.4 During such periods, leverage applicable to **new positions only** may be reduced by a factor

of up to five (5) times the prevailing leverage setting.

(a) By way of illustration, a leverage ratio of 1:2000 may be reduced to 1:400.

Such temporary adjustments shall take effect **five (5) minutes prior to and five (5) minutes following** the scheduled time of the relevant news release.

15.5 The Client acknowledges and agrees that:

- (a) Leverage restrictions apply primarily to **new positions**, unless otherwise specified;
- (b) Existing positions may be subject to **increased margin requirements** during such periods;
- (c) Market conditions during News Events may result in **widened spreads, slippage, delayed execution, and price gaps**.

15.6 The Company may increase margin requirements, reduce leverage, or impose trading restrictions on any account where it deems necessary to **limit exposure or mitigate risk**.

15.7 Any attempt by the Client to **circumvent or exploit leverage adjustments**, including but not limited to timing strategies or system inefficiencies, shall constitute a breach of this Agreement and may result in actions including **voiding of trades, adjustment or removal of profits, and/or account suspension or termination**.

16. Leverage Restrictions for Non-Foreign Exchange Instruments

16.1 The Company shall apply a maximum leverage of **1:100** to all new positions in instruments other than foreign exchange (“Non-FX Instruments”) during specified periods of increased market risk.

16.2 The above restriction shall apply during the following periods:

- (a) Thirty (30) minutes prior to the daily market close;
- (b) Thirty (30) minutes following the daily market open;
- (c) Two (2) hours following the market open on each Monday.

16.3 These measures are implemented to mitigate risks arising from **reduced liquidity, widened spreads, and increased market volatility** during the above periods.

16.4 The Company reserves the right, at its sole discretion, to **extend, modify, or apply additional leverage restrictions** to any instrument or account at any time without prior notice, where deemed necessary for risk management purposes.

16.5 The Client acknowledges that:

- (a) Leverage restrictions apply to **new positions only**, unless otherwise specified;
- (b) Existing positions may be subject to **increased margin requirements** during such periods;

(c) Market conditions during these periods may result in **slippage, execution delays, or price gaps**.

16.6 Any attempt to **circumvent or exploit** the above leverage restrictions, including through timing strategies or system abuse, shall be considered a violation of this Agreement and may result in actions under Clause 20 (Price, Rollover & System Abuse), including **voiding of trades and removal of profits**.

17. Negative Balance Protection

17.1 The Company may, at its sole discretion, provide Negative Balance Protection (“NBP”), ensuring that the Client’s losses do not exceed the total funds available in their trading account.

17.2 Negative Balance Protection is provided as a risk management feature and **shall not be deemed an absolute right** of the Client.

17.3 The Company reserves the right to **withdraw, revoke, or adjust** Negative Balance Protection at any time, particularly in cases including but not limited to:

- (a) Abusive trading practices
- (b) Market manipulation
- (c) Exploitation of system errors or pricing inefficiencies
- (d) Any activity deemed to be in bad faith

17.4 Where the Company determines that the Client has **abused the Negative Balance Protection mechanism**, the Company reserves the right to:

- (a) Reverse or adjust trades
- (b) Recover losses from the Client
- (c) Offset negative balances against other accounts held by the Client
- (d) Suspend or terminate the Client’s account

18. Bonuses and Promotions

18.1 Bonuses are subject to specific terms and conditions.

18.2 The Company reserves the right to:

- (a) Cancel bonuses
- (b) Remove profits derived from bonus abuse
- (c) Restrict participation based on region or risk

19. Rollover / Swap Conditions

19.1 Positions held overnight may be subject to **swap (rollover) charges or credits**, as determined by the Company.

19.2 The Company reserves the right to **adjust swap rates at any time** without prior notice, including during abnormal market conditions.

19.3 The Client acknowledges that swap rates may vary significantly and may be influenced by liquidity providers and market conditions.

19.4 Any trading strategy designed to **exploit swap rates, rollover timing, or pricing inefficiencies** shall be considered abusive.

20. Price, Rollover & System Abuse

20.1 The Client agrees not to engage in any activity that exploits:

- (a) Pricing errors (including latency or off-market prices)
- (b) Swap or rollover miscalculations
- (c) System delays or technical inefficiencies

20.2 In the event that the Company determines, at its sole discretion, that the Client has engaged in such abusive practices, the Company reserves the right to:

- (a) Void or cancel affected trades
- (b) Adjust or remove any profits derived from such activity
- (c) Restrict trading conditions or account access
- (d) Terminate the Client's account

20.3 **The Company shall not be liable to pay any profits** generated from:

- (a) Price errors
- (b) Rollover or swap exploitation
- (c) System glitches or abnormal market conditions

20.4 All decisions made by the Company under this clause shall be **final and binding**.

21. Termination

21.1 Either party may terminate this Agreement at any time.

21.2 The Company may suspend or terminate accounts immediately in case of:

- (a) Breach of Agreement
- (b) Suspicious or fraudulent activity
- (c) Risk management concerns

22. Acknowledgment

By opening an account, the Client confirms that they have read, understood, and agreed to this Agreement.

Last Updated: 31 January 2026