

CLIENT AGREEMENT

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1. INTRODUCTION

This Client Agreement (the “Agreement”) is entered into by and between One Global Market Limited (the “Company”), authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 769481, and the Client (either a legal entity or natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a client.

The Company operates under the Financial Services and Markets Act 2000 (FSMA) and the rules of the FCA, offering investment services in compliance with all Applicable Laws and Regulations. The Company is registered in the United Kingdom with its principal office at 25 Cabot Square, Canary Wharf, E14 4QA.

This Agreement shall be read in conjunction with, and incorporates by reference, the following documents, which together form an integral part of the Agreement: the [Client Classification Policy](#), [Conflicts of Interest Policy](#), [Best Interest and Order Execution Policy](#), [Risk Disclosure and Warnings Notice](#), [Privacy Policy](#), and [Complaints Handling Policy](#) (together referred to as the “Agreement Documents”).

The Agreement supersedes any prior agreements, statements, or representations made by the Company or any third-party introducers and shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

By submitting the Account Opening Application Form, clicking “I agree” on the Company’s platform, accessing the Company’s website, or using its services, you confirm that you have read, understood, and accepted the terms of this Agreement. You further acknowledge that electronic consent or signature provided through the Company’s platform holds the same legal force as a handwritten signature.

You agree that the Company may deliver documents and other information electronically unless you notify us in writing of your withdrawal of such consent. In that case, the Company may, at its sole discretion, restrict or terminate the business relationship.

For your benefit and protection, you are encouraged to carefully read this Agreement and all related documentation before opening an account. If you do not understand any aspect of this Agreement, please seek clarification from the Company or obtain independent legal or financial advice.

2. REGULATORY & LEGAL DEFINITIONS

- **“Abusive Trading”**: Shall include any of the following actions such as, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, abuse of the cancellation of trades feature available on the Platform or use (without the prior and written consent of the Company), of any robots, spiders or other automated data entry system with the Platform any software, which applies artificial intelligence analysis to the Company’s systems and/ or Platform(s) and/or Client Account.
- **“Access Data”**: Shall mean the login and password of the Client, which are required to have access on and use the Platform(s), which is required so as to place Orders via phone and/or

methods of identity verification issued by the Company to the Client, from time to time.

- **“Account Opening Application Form”**: Shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and the opening of a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his categorisation and assessment of knowledge and experience in accordance with the Applicable Regulations.
- **“Affiliate”**: Shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.
- **“Agreement”**: Shall mean this document titled “Client Agreement” together with any Appendices attached thereto and the following documents titled “[Client Classification Policy](#)”, “[Conflicts of Interest Policy](#)”, “[Best Interest and Order Execution Policy](#)”, “[Risk Disclosure and Warnings Notice](#)”, “[Complaints Handling Policy](#)”, “[Privacy Policy](#)”, as these may be amended and/or supplemented from time to time.
- **“Applicable Regulations”**: Shall mean
 - FCA Rules or any other rules of a relevant regulatory authority having powers over the Company;
 - The Rules of the relevant Market;
 - All other applicable laws, rules and regulations of UK and/or of the European Union.
- **“Ask”**: Shall mean the higher price in a Quote at which the price the Client may buy
- **“Authorised Representative”**: Shall mean the person stated in paragraph 12.3 of the Client Agreement.
- **“Balance”**: Shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.
- **“Base Currency”**: Shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.
- **“Bid”**: Shall mean the lower price in a Quote at which the Client may sell
- **“Business Day”**: Shall mean any day, other than a Saturday and a Sunday and holidays to be announced on the Company’s Website
- **“Client”**: Shall mean any natural or legal person who agrees to the present Client Agreement, as amended from time to time.
- **“Client Account or Trading Account”**: Shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money. The Company may offer various types of accounts and relevant information can be found on the Website at www.ogm.market.
- **“Closed Position”**: Shall mean the opposite of an Open Position.
- **“Completed Transaction”**: in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.
- **“Contract for Differences or CFD”**: Shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument. Use of the term CFD in this Agreement, unless otherwise stated, must be read to include Forex

(which may be used on our Website and our marketing material).

- **“Contract Specifications”**: Shall mean the principal trading terms in CFD (for example, Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges, etc.) for each type of CFD as determined by the Company from time to time. The Contract Specifications appear on the Website and/or Platform.
- **“Currency of the Client Account”**: Shall mean the currency that the Client Account is denominated in, which may be Euro or any other currency, as offered by the Company from time to time.
- **“Currency Pair”**: Shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.
- **“Difference”**: Shall mean the difference in price upon the opening of a Transaction and the closing of such Transactions.
- **“Eligible Counterparty”**: Shall mean an “Eligible Counterparty” for the purposes of the FCA Rules, as specified in the document [“Client Classification Policy”](#)
- **“Equity”**: Shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.
- **“Essential Details”**: Shall mean the required details in order for the Company to be able to place the Order for example, but not limited to, the type of Underlying Asset, Direction (Buy or Sell), Opening price, Closing price, style of the Order, the volume, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit, etc.
- **“Expert Advisor”**: Shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.
- **“Financial Instrument”**: Shall mean the Financial Instruments under the Company’s CIF license which can be found in the document “Company Information” including without limitation, CFDs.
- **“Floating Loss”**: in a CFD shall mean current loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).
- **“Floating Profit”**: in a CFD shall mean current profit on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).
- **“Force Majeure Event”**: shall have the meaning as set out in paragraph 20.1. of the Client Agreement.
- **“Forex”**: shall mean the type of CFD, where the Underlying Asset is a Currency Pair.
- **“Free Margin”**: shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: $\text{Equity} - \text{Necessary Margin}$ [Free margin = Equity- Necessary Margin].
- **“Hedged Margin”**: for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.
- **“Initial Margin”**: for CFD trading shall mean the necessary margin required by the Company so as to open a position.

- **“Investment Services”**: shall mean the Investment Services under the Company’s CIF license which can be found in the document titled “Company Information”
- **“Leverage”**: For CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio, for example, means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.
- **“Long Position”**: for CFD trading shall mean a buy position that appreciates in value if the underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.
- **“Lot”**: shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD. “Lot Size” shall mean the number of Underlying Assets in one Lot in a CFD.
- **“Margin”**: shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.
- **“Margin Call”**: shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.
- **“Margin Level”**: for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.
- **“Margin Trading”**: for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.
- **“Market Data”**: shall mean any market prices, volumes and other information related to financial instruments or base instruments.
- **“Matched Positions”**: for CFD trading shall mean Long Positions and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.
- **“Necessary Margin”**: for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.
- **“Open Position”**: shall mean any open option contract (call and/or put) which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.
- **“Order”**: shall mean an instruction from the Client to trade in CFDs, as the case may be.
- **“Order Level”**: for CFD trading shall mean the price indicated in the Order.
- **“Parties”**: shall mean the parties to this Client Agreement, i.e. the Company and the Client.
- **“Pending Order”**: means an Order whose execution is conditional upon the occurrence of a particular condition, including a limit Order or a stop loss order.
- **“Platform”**: shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account and information in relation to which can be found on the Website at www.ogm.market.
- **“Politically Exposed Persons”** shall mean any natural person who is or has been entrusted with prominent public functions in the UK or in another country, an immediate close relative of such person, as well as a person known to be a close associate of such person.
Provided that, for the purpose of the present definition ‘prominent public function’ means any of the following public functions:
Heads of State, heads of government, ministers and deputy or assistant ministers; members of parliament or of similar legislative bodies; members of the governing bodies or political parties, members of supreme courts, of constitutional courts or of other high-level judicial bodies whose

decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés affairs and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises; directors, deputy directors and members of the board or equivalent function of an international organization; mayor.

None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such person shall not be considered to be a Politically Exposed Person;

Provided furthermore that 'close relatives of a politically exposed person' includes the following: the spouse or a person considered to be equivalent to a spouse, of a politically exposed person; the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person; the parents of a politically exposed person;

Provided even furthermore that 'persons known to be close associates of a politically exposed person' means a natural person: who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person; who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

- **“Professional Client”**: shall mean a “Professional Client” for the purposes of FCA Rules, as specified in the document titled [“Client Classification Policy”](#).
- **“Quote”**: shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.
- **“Quotes Base”**: in relation to CFD trading shall mean Quotes Flow information stored on the Server.
- **“Quotes Flow”**: shall mean the stream of Quotes in the Platform for each CFD.
- **“Retail Client”**: shall mean a “Retail Client” for the purposes of the FCA Rules, as specified in the document [“Client Classification Policy”](#).
- **“Short Position”**: for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.
- **“Slippage”**: shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.
- **“Spread”**: for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.
- **“Swap or Rollover”**: for CFD trading shall mean the interest added or deducted for holding a position open overnight.
- **“Trading Limits”**: The trading limits set by the Company to Clients’ trading accounts, in light of its risk management procedures.
- **“Trading Hours”**: means the Company’s trading hours which appear on the Website and which the Company may amend from time to time as stated in this Agreement.
- **“Trailing Stop”**: in CFD trading shall mean a stop-loss order set at a percentage level below the market price for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached

“trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn’t change, and a market order is submitted when the stop price is hit.

- **“Transaction”**: shall mean transaction of the Client in a CFD.
- **“Transaction Size”**: for CFD trading shall mean Lot Size multiplied by number of Lots. It is understood that the Company may offer the option to open positions in less than one lot.
- **“Underlying Asset”**: shall mean the object or underlying asset in a CFD which may be Currency Pairs (known as FOREX), Asset, Metals, Equity Indices, Forwards, Commodities or as determined by the Company from time to time and made available on its Website.
- **“Underlying Market”**: shall mean the relevant market where the Underlying Asset of a CFD is traded.
- **“Website”**: shall mean the Company’s website at www.match-prime.com or such other website as the Company may maintain from time to time.
- **“Working Hours”**: means the Company’s working hours which appear on the Website and which the Company may amend from time to time as stated in this Agreement.
- **“Written Notice”**: shall have the meaning set out in paragraph 17.3 of the Client Agreement.

3. APPLICATION AND COMMENCEMENT

3.1 Application Submission and Initial Checks

Upon the submission of the Account Opening Application Form by the Client, accompanied by the required identification documents, the Company shall initiate internal compliance and risk management checks. These include:

- Identity verification (KYC),
- Economic profile assessment (source of funds and wealth),
- Appropriateness and/or suitability assessments where applicable,
- Sanctions screening,
- Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) due diligence.

As per FCA guidelines, no client relationship may be established until the Company is fully satisfied that the applicant meets all onboarding requirements under the applicable regulatory obligations. Additional documentation may be requested at the Company’s discretion, particularly for high-risk jurisdictions or complex structures.

3.2. Client Acceptance and Agreement Commencement

The Agreement shall become effective only upon written confirmation by the Company to the Client via email, confirming either:

- The acceptance of the Client under a specific classification (Retail, Professional, or Eligible Counterparty), and
- The opening of a Trading Account in the Client's name.

The Company reserves the right to reject any application without the obligation to disclose the reasons.

3.3 Right to Cancel

Clients have the right to cancel this Agreement within fourteen (14) calendar days from the date of account activation. This right is applicable only if the Client has not initiated any trading activity. If trades have been executed, cancellation is not permitted, and standard termination provisions shall

apply. Refunds shall include only the remaining balance after the closure of all open positions and deduction of any losses.

3.4 Continuity and Termination

If not cancelled under paragraph 3.3, the Agreement shall remain in force until terminated in accordance with the provisions under the “Termination” section. Termination may also occur due to non-cooperation in providing requested documentation, regulatory breaches, or at the discretion of the Company for risk-based reasons.

4. VERIFICATION PROCEDURE

4.1 Documentation Requirements

The Client is required to provide full identification documentation and relevant declarations to establish the economic profile and fulfill compliance obligations. This includes:

- Proof of identity and residence,
- Tax identification number (TIN),
- Financial status and investment knowledge,
- Declaration of ultimate beneficial ownership (UBO), where applicable.

4.2 Timeframe for Verification

The Company may permit a reasonable timeframe for document submission. If the verification process is not completed within this timeframe:

- For accounts with no trading activity: all deposited funds will be returned.
- For accounts with open trades: the Company will close all positions at current market prices and return any remaining balance (profits minus losses).

This is in accordance with the Company’s risk-based approach and in line with FCA requirements for ongoing due diligence.

4.3 Refusal Due to Incomplete Verification

The Company will not establish or maintain a business relationship with any client who fails or refuses to submit the requested documentation, without adequate justification. This is in alignment with FCA’s expectations for regulated firms to avoid onboarding anonymous or unverified clients.

4.4 Ongoing Due Diligence

The Company may request additional or updated information at any time. Failure to comply may result in:

- Freezing of trading accounts,
- Closure of positions without prior consent,
- Termination of the business relationship.

5. CLIENT CATEGORISATION

Clients classified as Professional or Eligible Counterparty receive reduced FCA protection compared to Retail clients. Professional status removes significant safeguards including detailed suitability assessments, best execution reporting, segregation of funds, and in some cases, access to the Financial Ombudsman Service and Financial Services Compensation Scheme (FSCS).

All clients are classified at onboarding as one of:

- **Retail Client:** Highest protection, standard disclosure.
- **Professional Client (Per Se or Elective):** Reduced protection once eligibility is confirmed.
- **Eligible Counterparty:** Institutional clients only.

OGM ensures the classification process is clearly disclosed and consistently applied.

6. PROFESSIONAL CLIENTS OPT-UP PROCESS

When a retail client requests to be reclassified as an Elective Professional Client, OGM follows a formal assessment process to ensure compliance with COBS 3.5.3R--3.5.9R and that the client understands the implications of reduced regulatory protection.

WARNING: Loss of Protections

By opting up to Professional Client status, you will lose the following FCA protections:

- Detailed appropriateness and suitability assessments
- Comprehensive best execution reporting
- Enhanced disclosure requirements
- Access to Financial Ombudsman Service (in most cases)
- Full Financial Services Compensation Scheme (FSCS) protection may be limited

Your funds will NOT be held in segregated client money accounts (Title Transfer Collateral Arrangements apply)

Additionally: Professional clients' funds are not segregated under CASS rules. OGM may use your margin to post collateral with third-party liquidity providers. This means your funds are subject to counterparty risk to OGM and are not protected in the same way as retail client money. The opt-up process includes the following key stages:

1. Client Request and Initial Assessment

The client submits a written request (email or signed form) asking to be treated as a professional client. The account manager forwards the request to Compliance for review.

2. Assessment Against the FCA's "Two-of-Three" Criteria

Compliance verifies that the client meets at least two of the following:

- has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters;
- the size of the *client's financial instrument* portfolio, defined as including cash deposits and *financial instruments*, exceeds EUR 500,000;
- works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged;

3. Evidence Collection

The client must provide supporting documentation such as trading statements, account summaries, bank or brokerage statements, or proof of employment and experience. OGM retains this evidence for at least **five years**.

4. Risk Disclosure and Opt-Up Declaration

The client receives a Professional Client Opt-Up Declaration form, which:

- Explains in detail the reduced level of regulatory protection
- Outlines which FCA rules will no longer apply (e.g., suitability assessments, detailed best-execution reporting)

- Discloses Title Transfer Collateral Arrangements (TTCA), your funds will not be segregated and may be used to post margin at liquidity providers
- Confirms you understand the implications of counterparty risk
- Requires your explicit written consent and signature acknowledging full understanding of all implications

5. Internal Review and Approval

OGM's Compliance function reviews all documentation, verifies accuracy, and approves or declines the classification change. The decision is recorded in the client file and internal classification register.

6. System Update and Confirmation

The client's profile in OGM's systems (CRM, trading platform, and back office) is updated to "Professional."

A written confirmation is sent to the client summarising the new status and its effect.

7. Periodic Re-Assessment

- OGM performs an annual review of all professional clients to confirm they continue to meet eligibility criteria.
- If a client no longer qualifies, they are reclassified back to Retail and notified in writing.

8. Record Keeping

All records, request, evidence, approvals, and correspondence, are stored securely in the Client Classification Register for at least five years and are made available to the FCA upon request.

7. APPLICATION OF APPROPRIATENESS AND TARGET MARKET ASSESSMENT

In compliance with FCA COBS 10, the Company is required to assess the appropriateness of its services and ensure that its products are distributed to a compatible target market. This section outlines the Company's approach to assessing client knowledge, experience, and the suitability of complex financial instruments such as CFDs.

7.1 Appropriateness Assessment - General

When providing Reception and Transmission and/or Execution of Client Orders services, the Company is required, in accordance with COBS 10.2.1R, to obtain sufficient information from Clients or Potential Clients regarding their knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered. This enables the Company to assess whether such services or instruments are appropriate. If the Client elects not to provide this information, or provides insufficient or misleading details, the Company may be unable to make this determination and will issue a corresponding warning. The Company will rely on the accuracy and completeness of the information provided and shall not be held responsible if the information is outdated or incorrect unless the Client has duly informed the Company of any changes.

7.2 Appropriateness Assessment - Professional and Retail Clients

The Company is required under COBS 10 to assess whether its products and services are appropriate for Clients, based on their knowledge and experience in trading complex financial instruments such as CFDs.

A. Retail Clients

Clients categorised as Retail Clients will be required to undergo an appropriateness assessment prior to account opening, as per COBS 10.3.

This assessment involves completing a **questionnaire or other method** to evaluate the Client's knowledge and experience in leveraged trading products.

Based on the information provided, the Company may:

- Approve the Client's application,
- Request further clarification, or
- Reject the application if the Client is not deemed suitable for trading complex instruments.

Clients who provide incomplete, inaccurate, or misleading information may:

- Be misclassified, or
- Be rejected from onboarding.

The Company reserves the right to reassess appropriateness at any time, including by requesting:

- Supporting documentation,
- Clarification following a change in circumstances,
- Additional data as part of ongoing compliance reviews.

B. Professional Clients

Clients categorised as Professional Clients are presumed to have the necessary experience and understanding of financial markets and the risks associated with CFDs, pursuant to COBS 10.2.9R.

A Professional Client may request, in writing, to be re-categorised as a Retail Client.

Such requests will be considered based on:

- The Client meeting qualitative and quantitative assessment criteria, and
- The Company's discretion and regulatory obligations.
- Clients requesting or maintaining Professional Client status acknowledge and accept that they forgo certain protections available to Retail Clients, as detailed in the [Client Classification Policy](#).

7.3 Target Market Statement

In line with FCA PROD 3.2 and 3.3, the Company has implemented a robust target market assessment framework to ensure its Contracts for Difference (CFDs) are appropriately marketed and distributed to suitable clients. CFDs are complex and high-risk financial instruments and are generally deemed appropriate only for clients who meet the following criteria:

A - Target Market Criteria:

- Categorised as Retail Clients or Elective Professional Clients.
- Possess adequate knowledge and experience in leveraged financial instruments.
- Fully understand the characteristics and risks associated with CFDs.
- Are financially capable of bearing 100% loss of the invested capital.
- Demonstrate a high risk tolerance.
- Intend to use CFDs for one or more of the following purposes:
 - Short-term or intraday speculative trading;

- Portfolio diversification; or
- Hedging against other financial exposures.

8. LEVERAGE AND RISK MANAGEMENT FRAMEWORK

8.1 Leverage Ratios for Retail Clients

Retail Clients will be permitted to trade Contracts for Difference (CFDs) with leverage ratios in accordance with the underlying asset category, as prescribed by applicable laws and FCA regulations (COBS and ESMA Guidelines). The permitted maximum leverage ratios are:

- 1:30 for major currency pairs
- 1:20 for non-major currency pairs, gold, and major indices
- 1:10 for commodities other than gold and non-major equity indices

These ratios may be adjusted depending on the Client's appropriateness assessment, risk profile, or prevailing market conditions, and the Company reserves the right to apply more restrictive leverage limits at its discretion.

8.2 Leverage Ratios for Professional Clients

Professional Clients may access higher leverage ratios, including but not limited to:

- 1:100
- 1:200
- 1:300

The exact leverage offered is determined based on the Client's risk profile, appropriateness test score, trading experience, and regulatory requirements. These ratios are not guaranteed and may be adjusted or revoked at any time without notice based on the Company's risk management protocols.

8.3 Restrictions and Discretionary Adjustments

- The Company reserves the right to apply leverage ratios uniformly across an asset class (e.g. commodities) rather than to individual instruments.
- Adjustments to leverage ratios may be made without prior notice, especially during periods of increased or expected market volatility, political uncertainty, or macroeconomic events.
- While the Company endeavours to inform Clients in advance, such changes may take effect immediately in extreme circumstances, in the Client's best interest or in compliance with regulatory requirements.

8.4 Retail Client Risk Controls

If a Retail Client is deemed by the Company to lack sufficient knowledge or experience, or where the appropriateness assessment indicates limited understanding of leveraged products, the Company may impose one or more of the following safeguards prior to permitting trading activity:

- Requesting additional disclosures regarding the Client's trading background;
- Issuing detailed risk warnings specific to the proposed CFD category;
- Imposing restrictions on tradable asset classes, trade volume, or capital invested;
- Requiring formal Client acknowledgment of risk through a signed undertaking;
- Mandating re-assessment of appropriateness or requiring the use of educational simulations, demo accounts, or training webinars before activating live trading capabilities.

8.5 Risk Acknowledgment and Consent

By entering into this Agreement, all Clients acknowledge that:

- Trading CFDs on margin involves significant risk and may result in loss.
- Leverage amplifies both potential profits and potential losses;
- The Company does not act as a fiduciary nor provide personal investment advice;
- Clients are solely responsible for assessing the suitability of CFD trading based on their financial situation and risk tolerance.

8.6 Data Use and Regulatory Reporting

The Company may retain and use the results of the appropriateness assessment including questionnaires, voice recordings, and supplementary materials for:

- Internal compliance audits;
- Product governance reviews;
- Regulator or auditor inspections (e.g., FCA or ESMA);
- Statistical analysis for improving client suitability frameworks.

8.7 Client Discussions and Limitations

The Company is available to discuss any clauses of this Agreement and the accompanying Legal Documentation available on www.ogm.market. However, such discussions shall not constitute legal or investment advice, and the Client is encouraged to seek independent counsel where necessary.

9. SCOPE OF INVESTMENT SERVICES

One Global Market Limited ("OGM"), authorised and regulated by the Financial Conduct Authority (FCA), provides execution-only trading services in Contracts for Difference (CFDs) to both Retail and Professional Clients. The specific instruments offered, along with their relevant contract specifications, are available on the Company's official website.

OGM is licensed to offer the following investment services under its FCA permissions:

- Dealing in investments as principal
- Dealing in investments as agent
- Arranging (bringing about) deals in investments
- Making arrangements with a view to transactions in investments
- Holding and safeguarding client money in accordance with CASS rules

The availability of specific financial instruments to each Client may depend on their categorisation, appropriateness assessment, and internal risk evaluation.

Clients should be aware that CFDs are leveraged derivative instruments and do not confer ownership of the underlying asset. No physical delivery takes place, and positions are cash-settled. The Company does not offer custody or safekeeping of financial instruments. All trading activity is conducted on an execution-only basis. The Company is the sole execution venue and contractual counterparty for all transactions, even where orders are routed through third-party liquidity providers.

Full details are outlined in the Company's [Best Interest & Order Execution Policy](#).

Trading hours for each instrument are specified on the Company's website. Clients are responsible for reviewing these schedules prior to initiating any trade. Notifications regarding market holidays or platform unavailability will be communicated through the Company's website or other official channels.

The Company reserves the right to decline or restrict services to any client at its sole discretion, without the obligation to disclose the rationale behind such decisions.

10. ACCESS TO TRADING PLATFORMS

Upon successful account activation, Clients will be granted access to OGM's trading infrastructure, including:

- Downloadable or web-based trading platforms (the "Software")
- The Client Portal, through which personal data and account information can be reviewed
- Secure login credentials (Access Data), which the Client is responsible for maintaining confidential at all times

Subject to ongoing compliance with this Agreement, OGM grants Clients a limited, non-exclusive, non-transferable, and revocable license to use its trading platforms for the purpose of placing and managing orders in permitted financial instruments.

The platform software may be developed and operated by a third party. It is provided "as is," and while the Company will take reasonable steps to ensure security and functionality, it does not guarantee the Software will be error-free or uninterrupted.

Periodic maintenance, software upgrades, or system disruptions may lead to temporary unavailability of the trading platform. The Company accepts no liability for any loss or opportunity cost incurred as a result of such downtimes.

Clients are responsible for providing and maintaining compatible hardware and secure internet access. Any fees, malfunctions, or disruptions arising from third-party connectivity or device issues are the sole responsibility of the Client.

The Client undertakes to implement appropriate cybersecurity protections and shall not transmit any malicious or harmful code or data to the Company's systems. OGM disclaims any liability arising from such events and reserves the right to seek remedies for damages.

The Company shall not be liable for technical delays, communication failures, or platform access issues resulting from the Client's configuration or third-party infrastructure.

Any order submitted using valid Access Data via the platform or by telephone is deemed to have been placed by the Client and will be legally binding on them. The Company is under no obligation to further verify the authenticity of such orders.

11. INTELLECTUAL PROPERTY RIGHTS

All intellectual property associated with OGM's trading platform(s), website(s), software, user interface, design elements, trademarks, service marks, icons, and other proprietary content is the exclusive property of One Global Market Limited or its licensors and is protected under UK and international IP laws.

This Agreement grants Clients a limited right to use the Company's systems for their intended purpose only. It does not transfer any ownership rights or intellectual property to the Client.

Clients are strictly prohibited from:

- Altering, modifying, or reverse engineering the Company's systems
- Reproducing or redistributing content without written authorisation
- Removing or obscuring any copyright, trademark, or other proprietary notices

OGM may offer its services under multiple brand names or websites. All images, graphics, video, text, and documentation published on these platforms remain the property of the Company and must not be reused without express written consent.

Clients may download or print content for personal, non-commercial use only. Any use of such content for commercial purposes, or redistribution to third parties, is strictly forbidden unless authorised in writing by OGM.

12. PROHIBITED CONDUCT AND PLATFORM SECURITY

12.1 Prohibited Trading Behaviours

The Client must refrain from engaging in any of the following prohibited actions:

- **Market Manipulation:**
 - Attempting to manipulate OGM's quoted prices, execution processes, or trading platforms.
 - Trading based on insider information or manipulated prices due to system errors or malfunctions.
- **System Exploitation and Arbitrage:**
 - Coordinated transactions between related parties to exploit system delays or errors.
 - Engaging in latency, bonus, or swap arbitrage.
 - Scalping or executing trades for extremely short durations.
 - Trading patterns that involve sudden and significant volume changes.
 - Taking advantage of expected dividend drops post Ex-Dividend dates. In such cases, OGM may apply dividend adjustments without prior notice.
- **Unfair Trading Strategies:**
 - Employing methodologies or devices that hinder OGM's risk management or regulatory compliance.
 - Using AI or automated software to analyse or interact with OGM's systems.
 - Sharing accounts or permitting unauthorised third-party trading.
- **Security Breaches and Technical Misuse:**
 - Using multiple accounts from a single device or IP address.
 - Using IP addresses inconsistent with the Client's physical location, including VPN use.
 - Introducing malicious software (e.g., viruses, worms, trojans) to OGM's platforms or systems.
 - Attempting to access, reverse engineer, or compromise the security measures of OGM's platforms.
 - Sending unsolicited or unlawful communications.

If the Company reasonably believes the Client has engaged in any of the above:

- It may adjust pricing spreads.
- Restrict access to instant quotes or impose execution delays.
- Reclaim profits gained from such behaviours.
- Cancel trades or reject orders.
- Terminate the client relationship immediately and without prior notice.

12.2 Pricing Errors (Material Errors)

A Material Error is defined as an error or misquote (e.g., incorrect price, date, or time) that is clearly incorrect given the market conditions at the time, regardless of whether the error is caused by OGM or a third party.

In the event of a Material Error, OGM reserves the right to:

- Amend the terms of affected trades to reflect a fair price.
- Close or void the impacted trade(s).
- Decline to take corrective action where deemed unnecessary.
- Adjust the Client's account accordingly or request repayment of any gains made as a result of the error.

OGM will act as soon as reasonably possible upon discovery of the error and may notify the Client before or after such actions are taken. The Company bears no liability for any losses the Client incurs due to such errors, including indirect or consequential loss.

12.3 Account and Access Security

The Client must ensure that their Access Data and account number are kept strictly confidential and are not disclosed to any third party. The Company shall only accept instructions from the Client directly or through an Authorised Representative who has been formally appointed via a duly executed Power of Attorney. For the avoidance of doubt, any instruction received from an Authorised Representative shall be treated as if it were provided by the Client themselves, and the Company shall not be required to verify the authenticity of such instructions.

Any action undertaken using the Client's Access Data shall be deemed authorised, and the Company bears no responsibility for verifying whether the person accessing the account is, in fact, the Client or their Authorised Representative. The Company disclaims all liability for any loss resulting from unauthorised access to the Client's account where such access was due to the Client's failure to safeguard their Access Data or due to communication being intercepted during transmission between the Client and the Company or any third party.

In the event that the Client becomes aware or suspects that their Access Data or account credentials have been compromised or disclosed to any unauthorised party, the Client must notify the Company immediately. Upon such notification, the Company shall deactivate the affected access credentials and issue replacement Access Data. The Client acknowledges that they may be temporarily restricted from trading until the new Access Data has been issued and activated.

The Client further agrees to fully cooperate with any investigation the Company may conduct regarding suspected misuse or compromise of Access Data or account credentials. The Company reserves the right, at its sole discretion, to suspend or permanently revoke access to its trading platform or services, including deactivation of the Client's account, without prior notice or liability.

Where the Client has not conducted any trading activity for a prolonged period, the Company reserves the right to request additional documentation or perform further due diligence before allowing the Client to resume activity on the platform.

13. CLIENT MONEY HANDLING RULES

The safeguarding and treatment of client money is a fundamental priority for One Global Market Limited (OGM). As an FCA-authorised firm, OGM complies with the relevant requirements of the FCA's Client Asset Sourcebook (CASS) to ensure the highest level of protection for client funds.

13.1 Safeguarding of Client Money

Client money received by the Company is promptly deposited into one or more segregated bank accounts with authorised financial institutions. These accounts are clearly designated as client

accounts and are kept separate from the Company's own funds. Such financial institutions may include central banks, credit institutions, or authorised banks in third countries, as well as qualifying money market funds. Clients have the right to object to their funds being held with a money market fund.

In selecting and periodically reviewing these financial institutions, OGM exercises due skill, care, and diligence, taking into account the entity's capital adequacy, credit rating, reputation, and compliance with legal and regulatory standards. While the Company aims to safeguard client funds, it cannot be held responsible for losses due to insolvency or failure of any third-party institution.

13.2 Measures to Protect Client Money

In accordance with applicable regulations, the Company implements the following protective measures:

- Maintaining accurate records to distinguish client assets from its own.
- Performing regular reconciliations between internal records and third-party custodians.
- Segregating client funds at all times and prohibiting their use for company business.
- Ensuring funds are deposited in separately designated accounts.
- Introducing robust organisational arrangements to mitigate risks such as fraud, negligence, or poor administration.
- Appointing a senior officer with dedicated responsibility for safeguarding client funds.

13.3 Location and Risk of Funds Held

Client funds may be held with institutions located within or outside the United Kingdom. Where funds are held outside the UK, the regulatory framework may differ, and in the event of insolvency, client money may be treated differently. In such cases, the Company may only have an unsecured claim, and clients could be exposed to partial or total loss.

Client money may be held in omnibus accounts alongside funds of other clients. While this is standard industry practice, it does present certain risks in the event of third-party insolvency. Clients may notify the Company in writing if they object to their funds being held outside the UK.

13.4 Treatment of Interest

The Company does not pay interest on client money. However, client funds may be placed in overnight deposits or structured arrangements for liquidity purposes. Any resulting interest or income shall be retained by the Company, and clients waive all rights to such proceeds.

13.5 Title Transfer Collateral Arrangement (TTCA)

By accepting this Agreement, Professional Clients or Eligible Counterparties agree that their funds may be subject to a Title Transfer Collateral Arrangement (TTCA). A separate TTCA agreement must be signed, outlining the implications of such an arrangement. Clients maintain the right to cancel their TTCA agreement through written notice.

13.6 Security Interests and Third Parties

OGM does not permit third parties to place liens or rights of set-off over client money, except where required by applicable law. In such cases, the Company will amend this Agreement accordingly.

13.7 Client Access and Transparency

Clients are provided with secure online access to monitor funds held by the Company on their behalf. All treatment of client money aligns with the FCA's CASS rules and safeguarding requirements.

14. CLIENT ACCOUNTS, DEPOSITS AND WITHDRAWALS

14.1 Account Opening and Types

The Company will open one or more Client Accounts in the Client's name to enable the placement of Orders in specified Financial Instruments. The Company may offer different account types with distinct features, described on the Website and updated from time to time, and may vary or waive minimum funding thresholds in line with its risk and onboarding policies; activation occurs once deposit has been received.

14.2 Funding Methods and Source Verification.

The Client may fund the Client Account at any time using deposit methods and currencies accepted by the Company, which may include bank transfers and bank deposits; detailed options, cut-off times and fees are published by the Company and may change periodically. The Company may at any time require documentation to verify the legality and source of funds and may reject and return any deposit if not reasonably satisfied as to its origin, subject to applicable legal or banking restrictions.

14.3 Crediting Timelines and Investigations

Deposits received in the Company's bank account by 13:00 CET on a Business Day will ordinarily be credited to the Client Account within one Business Day after funds have cleared, although timing may vary due to payment channels, correspondent banks and reconciliation processes. If funds are not credited as expected, the Client must notify the Company and, if required, request a bank investigation, bearing any associated charges, and provide all documents reasonably requested to facilitate the enquiry.

14.4 Withdrawals: Requests, Conditions and Timeframes

Withdrawals are processed upon receipt of a valid request via a method accepted by the Company and are subject to compliance checks and security review. Where a complete instruction is received by 13:00 CET, the Company will endeavour to remit funds within one Business Day provided the instruction contains all required details, the Company may request additional information before releasing funds, transfers are ordinarily made to the originating account (or an alternative agreed in exceptional cases), the destination account is in the Client's name, the Client's Balance covers the amount and charges, no Force Majeure prevents execution, and transfers outside SEPA or via certain methods may take longer.

14.5 Third-Party Payments, Method Discretion and Charges

The Company does not accept third-party or anonymous payments and will not make withdrawals to third-party or anonymous accounts; all incoming and outgoing payments must be in the Client's own name. The Company may decline a withdrawal specifying a particular method and may suggest or require an alternative for security, legal or operational reasons. All third-party banking, payment or transfer charges, including correspondent and currency conversion fees, are borne by the Client and may be debited from the relevant Client Account.

14.6 Internal Transfers and Payment Errors

The Client may request internal transfers between Client Accounts held in the Client's name with the Company, subject to procedures, currency availability and compliance checks. Where a payment error is caused by the Company, it will be corrected and the Client credited or refunded as appropriate; where incorrect or incomplete payment instructions are provided by the Client, the Company may be unable to recover funds and the Client may bear the resulting loss.

15. INACTIVE AND DORMANT CLIENT ACCOUNTS

15.1 Inactivity and Reactivation

An account is considered inactive or dormant where, for a continuous period of 12 months, the Client has not placed trades, opened or closed positions, or made deposits. The Company will not charge an inactivity fee. If an account remains inactive for twelve months or more, the Company may, after attempting contact using the last known details, close the account. Reactivation will require the Client to complete updated KYC/AML checks, and the Company may decline reactivation until satisfactory information is provided.

15.2 Closure and Return of Funds

Upon closure of a dormant account, any remaining balance will be returned to the Client in accordance with the Company's standard account-closing procedures and subject to applicable verification and withdrawal conditions.

16. LANGUAGE

The Company's official language is English. Information published in any other language is provided for convenience only and does not bind the Company. In the event of any inconsistency, the English version of this Agreement and Website disclosures prevails.

17. COMMUNICATIONS AND WRITTEN NOTICES

17.1 Client Notices to the Company

Unless otherwise specified in this Agreement, Client notices, requests or other communications (other than Orders) must be sent to the Company via the channels stated on the Website or otherwise notified by the Company from time to time. Communications are deemed delivered only when actually received by the Company.

17.2 Company Communications to the Client

The Company may communicate with the Client via email, the trading platform's internal messaging, telephone, post, commercial courier, or by notices on the Website or Client Portal. The Company may also use other reasonable means where appropriate.

17.3 Written Notice Methods

A Written Notice between the Parties may be given by email, platform message, post or commercial courier, or by Website posting where permitted. The Client must keep contact details up to date and promptly notify the Company of any change.

17.4 Records and Working Hours

Faxed documents may be scanned and stored electronically and such reproductions constitute evidence. The Client may contact the Company during Working Hours; the Company may contact the Client outside Working Hours where appropriate. Written Notices to the Company must arrive within Working Hours to be treated as received that day.

18. PERSONAL DATA, CONFIDENTIALITY AND RECORDS

18.1 Data Protection and Collection

The Company acts as the data controller and processes Personal Data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. It may collect information directly from the Client or from authorised third-party sources such as credit-reference and fraud-prevention agencies, banks, authentication providers, and public registers for onboarding, due-diligence, and ongoing compliance purposes.

18.2 Use, Disclosure and Lawful Processing

Client information is treated as strictly confidential and used solely for providing and improving the Company's services, conducting anti-money-laundering and counter-terrorist-financing checks, performing operational, statistical or research analysis, and, where permitted, for marketing purposes. Processing takes place under appropriate lawful bases and may involve sharing data with group companies, auditors, advisers, service providers, payment processors, or regulatory and governmental authorities where required by law. The Company may also disclose information to law-enforcement agencies, courts, and regulators, or in connection with legal proceedings, fraud prevention, or corporate transactions, subject to confidentiality obligations and applicable legal safeguards.

18.3 Cross-Border Transfers and Client Rights

Where Personal Data is transferred outside the United Kingdom, such transfers will comply with applicable data-protection requirements and rely on adequacy decisions or appropriate safeguards. Clients have the right to access their Personal Data and, where applicable, to request rectification, restriction or deletion in accordance with law. Requests may be made by contacting the Company through the compliance email: compliance@ogm.market

18.4 Communications Recording and Retention

Telephone calls, electronic communications, and any relevant internal communications relating to the Client's transactions or instructions may be recorded and retained by the Company as its property. These records constitute conclusive evidence of communications and may be provided to the Client upon request for the period required under Applicable Regulations. The Company retains Client data, account documentation, communications and records for at least the period prescribed by regulatory requirements following termination of the Agreement.

18.5 Contact and Marketing

The Company may contact the Client to administer the Agreement or, where consented or otherwise lawful, to provide information about products or services that may be of interest. The Client may withdraw consent to marketing at any time without affecting the legality of prior communications.

19. AMENDMENTS

19.1 Service Changes and Terms Updates

The Company may upgrade or replace the Platform, change account type or features, or modify services where reasonably considered beneficial or necessary. The Company may amend this Agreement or related policies to improve clarity, introduce or withdraw services, reflect changes in systems or technology, or comply with law or regulatory expectations.

19.2 Notice and Effect

Unless a change is required immediately by Applicable Regulations, the Company will provide advance Written Notice of material changes within a reasonable period (ordinarily at least ten Business Days). Where notice is provided via the Website, an additional written method will also be used. The notice will state the effective date, after which the Client will be deemed to accept the changes unless the Client notifies the Company of termination before that date. The Company may review and change the Client's categorisation in accordance with Applicable Regulations upon prior notice.

20. FORCE MAJEURE

20.1 Definition and Measures

A Force Majeure Event is any event beyond the Company's reasonable control that makes performance impossible or impracticable, including war, terrorism, civil unrest, natural disasters, extreme market conditions, systemic or infrastructure failures, regulatory actions, or failures of third-party providers. Where a Force Majeure Event exists, the Company may take reasonable steps including suspending or modifying affected terms, shutting down the Platform for maintenance, refusing or cancelling Orders, adjusting Margin, Spreads or Leverage, inactivating accounts, or closing Open Positions at prices considered fair in good faith.

20.2 Limitation of Liability

Except as expressly provided in this Agreement, the Company is not liable for loss arising from failure, interruption or delay in performance due to a Force Majeure Event.

21. COMPLAINTS AND DISPUTES

21.1 Process

Clients should submit complaints in accordance with the [Company's Complaints Handling Policy](#) available on the Website. The Company will acknowledge and investigate complaints without undue delay and provide a final response in line with Applicable Regulations.

21.2 Good-Faith Resolution

If a matter arises that is not expressly covered by this Agreement, the Parties will seek to resolve it in good faith and consistent with market practice.

21.3 Preserved Rights

The Client's right to pursue legal action or, where applicable, to refer a complaint to the Financial Ombudsman Service remains unaffected by use of the Company's complaints procedure.

22. GOVERNING LAW AND JURISDICTION; APPLICABLE REGULATIONS

22.1 Law and Courts

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of England and Wales. Subject to any mandatory rights of referral to an ombudsman or alternative dispute resolution scheme, the courts of England and Wales will have exclusive jurisdiction.

22.2 Regulatory Compliance

All Client Transactions are subject to Applicable Regulations, including rules of the FCA and any other competent authority, market rules and reporting requirements. The Company may take any action it considers necessary to comply with such obligations and those actions will be binding on the Client.

22.3 Cumulative Rights

The rights and remedies provided under this Agreement are cumulative and do not exclude any rights or remedies provided by law.