

## **CLIENT AGREEMENT**

## **UP GLOBAL MARKETS LTD**

Licensed by the Financial Services Commission (FSC) Mauritius
License No. **GB25204570** – Investment Dealer (Full Service Dealer, Excluding Underwriting)

Registered Address: 4th Floor, Docks 4, The Docks, Caudan, Port Louis, Mauritius

Support Email: support@upforex.com Version: 9<sup>th</sup> July 2025, Version: V1





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Support Email: support@upforex.com | Compliance Email: compliance@upforex.com

Support Contact: +971 52 609 0312 | Version: 9th July 2025, Version: V1

#### 1. PARTIES & SCOPE

- **1.1** This Client Agreement ("Agreement") is entered into between **UP Global Markets Ltd** (the "Company") and the individual or legal entity registering a trading account with the Company (the "Client").
- **1.2** This Agreement governs the opening and use of trading accounts, the execution of transactions, and related services provided by the Company.
- **1.3** By opening an account, the Client agrees to be bound by this Agreement, as well as the **General Terms and Conditions of Business, Bonus Terms and Conditions, Complaints Handling Policy**, and **Privacy Policy**, which form an integral part of this Agreement.

#### 2. SERVICES

- **2.1** The Company is licensed by the FSC Mauritius to provide investment dealer services.
- **2.2** The Company offers execution-only services in foreign exchange (FX), contracts for difference (CFDs), commodities, indices, and metals.
- **2.3** The Company does not provide investment advice, recommendations, portfolio management, or guaranteed returns. The Client is solely responsible for all trading decisions.



#### 3. CLIENT OBLIGATIONS

- **3.1** The Client must provide true, complete, and accurate information during account registration and comply with **Know Your Customer (KYC)** and **Anti-Money Laundering (AML)** requirements.
- **3.2** The Client is responsible for safeguarding account credentials and all activity on their trading account.
- **3.3** The Client acknowledges that leveraged trading involves significant risks, including the risk of loss exceeding deposits.
- **3.4** The Client must act in good faith and not engage in fraudulent, manipulative, or abusive trading.

## 4. DEPOSITS & WITHDRAWALS

- **4.1** Deposits and withdrawals must be made through Company-approved payment channels.
- **4.2** The Company may delay, block, or refuse withdrawals where there is suspicion of fraud, AML breaches, or violation of trading rules.
- **4.3** The Client agrees that processing times may vary depending on payment providers and external banking systems.

#### 5. TRADING RULES

- **5.1** All trades are executed on the basis of Bid/Ask prices provided by liquidity providers. Spreads are variable and may widen in times of volatility or low liquidity.
- **5.2** Orders may be subject to slippage, re-quotes, and execution delays depending on market conditions.
- **5.3** The Client must maintain sufficient margin. If margin falls below the stop-out threshold, the Company may close positions without prior notice.



- **5.4** Prohibited trading practices include but are not limited to:
  - Scalping & High-Frequency Trading (trades closed within 5 minutes).
  - Latency arbitrage, price feed exploitation, or use of arbitrage software.
  - Spoofing, layering, or placing misleading orders.
  - VPN or multi-account abuse.
  - Fraudulent or manipulative trading activity.
  - Bonus abuse.
  - Swap abuse.
- **5.5** The Company reserves the right to cancel, adjust, or void trades deemed to violate these rules.

## 6. COMPANY RIGHTS

- **6.1** The Company may suspend or restrict a Client's trading activity to review trade flows and validate transactions with liquidity providers, banks, or associated entities.
- **6.2** The Company shall respond within five (5) working days with one of the following outcomes:
  - Restore the trading account;
  - Delete suspicious trades;
  - Terminate the account.
- **6.3** The Company's server records and execution logs are final and binding in case of disputes.

#### 7. LIABILITY & FORCE MAJEURE

- **7.1** The Company shall not be liable for losses arising from:
  - Market volatility, liquidity shortages, or disruptions.



- Technology failures or malfunctions of third-party software, liquidity bridges, or payment processors.
- Force majeure events including natural disasters, war, terrorism, strikes, government restrictions, or regulatory actions.
- **7.2** In the event of pricing errors, duplicate trades, or technical malfunctions, the Company reserves the right to cancel or adjust affected trades and balances.

## 8. COMPLAINTS

- **8.1** Clients should address queries and complaints to <a href="mailto:support@upforex.com">support@upforex.com</a> in the first instance.
- **8.2** If unsatisfied, Clients may escalate complaints in writing to <u>compliance@upforex.com</u>, in line with the <u>Complaints Handling Policy</u>.
- **8.3** If the Client remains dissatisfied after receiving the Company's Final Response, they may escalate the matter to the **Mauritius Financial Services Commission (FSC)**.

#### GOVERNING LAW & DISPUTE RESOLUTION

- **9.1** This Agreement is governed by the laws of **Mauritius**.
- **9.2** Any disputes that cannot be resolved amicably shall be referred to binding arbitration under the rules of the **Singapore International Arbitration Centre (SIAC)**.
  - Seat of arbitration: Singapore.
  - Language: English.
  - The arbitral award shall be final and binding.

#### 10. ACKNOWLEDGMENT

By opening and using a trading account with the Company, the Client confirms that they have read, understood, and agreed to this Agreement and all related policies.