

CUSTOMER AGREEMENT

Between Freedom Broker Global Markets Ltd

Registered Office: United Arab Emirates, Abu Dhabi, Maryah Island, Office 1165, 11, Al Maqam Tower, Abu Dhabi Global Market Square

Email: info@fbgm24.com

1. INTRODUCTION AND SCOPE OF AGREEMENT

1.1 This Customer Agreement (the “Agreement”) is a legally binding contract between Freedom Broker Global Markets Ltd (the “Company”) and any individual or legal entity (the “Client”) that opens or intends to open a trading account with the Company.

1.2 By accepting this Agreement, the Client acknowledges that they have carefully read, understood, and accepted all the terms, conditions, and policies referenced herein and available on the Company’s official website.

1.3 Freedom Broker Global Markets Ltd is a company incorporated under the laws of England. This Agreement is governed by and shall be interpreted in accordance with English law.

1.4 The Agreement regulates the relationship between the Client and the Company concerning all investment, trading, and ancillary services provided by the Company, whether executed electronically or otherwise.

1.5 The Client understands that the Company offers execution-only services and does not provide personal investment advice, tax advice, or portfolio management.

1.6 The Company may amend or update this Agreement at any time. Any such modification becomes effective once published on the Company’s website. The Client’s continued use of the Company’s services constitutes acceptance of such changes.

2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Agreement, the following terms shall have the meanings assigned to them unless the context otherwise requires: Account – the trading account opened by the Client with the Company, enabling the Client to trade financial instruments.

Applicable Regulations – all laws, directives, and regulatory requirements of England and any other jurisdiction applicable to the Company’s business.

Business Day – any day on which banking institutions are open for business in England.

Client Money – any money received from or held for the Client in accordance with applicable client money rules.

Financial Instruments – the instruments defined in relevant financial laws and offered by the Company, including but not limited to CFDs, FX, commodities, indices, and cryptocurrencies.

Order – any instruction given by the Client to the Company to open, close, or modify a transaction in a financial instrument. Services – all investment and related services provided by the Company to the Client under this Agreement.

2.2 Headings and titles are provided for convenience only and shall not affect the interpretation of this Agreement.

2.3 References to the singular include the plural and vice versa. References to “persons” include individuals, corporations, partnerships, and other legal entities.

3. CLIENT CLASSIFICATION

3.1 The Company shall classify each Client as Retail, Professional, or Eligible Counterparty in accordance with applicable regulations.

3.2 The Client will be informed of their classification in writing and may request a reclassification by submitting a written application. The Company reserves the right to accept or reject such requests at its discretion.

3.3 The level of protection afforded to the Client will depend on the classification. Retail Clients benefit from the highest level of regulatory protection.

4. COMMENCEMENT AND DURATION OF THE AGREEMENT

4.1 This Agreement enters into force upon acceptance by the Client, either electronically or in writing, and shall remain valid until terminated in accordance with Section 22 of this Agreement.

4.2 The Company reserves the right to request documentation, verification, or other information prior to activating the Client's trading account.

4.3 The Agreement remains effective for as long as the Client maintains an active trading account with the Company.

5. CLIENT REPRESENTATIONS AND WARRANTIES

5.1 By entering into this Agreement, the Client represents and warrants that:

- They are of legal age and have full capacity to enter into binding contracts;
- All information provided to the Company is true, accurate, and complete;
- They are acting on their own behalf and not as an agent or trustee for any third party unless otherwise agreed;
- They have obtained all necessary consents and authorizations required to enter into this Agreement;
- They fully understand the nature and risks associated with trading financial instruments.
 - The Client undertakes to notify the Company immediately of any material change in the information provided.
 - The Company shall not be responsible for any loss or damage arising from the Client's failure to comply with the above representations.

6. SERVICES PROVIDED

6.1 The Company provides execution-only services, allowing Clients to open, close, and manage transactions in financial instruments available on the Company's platforms.

6.2 The Company may, at its discretion, provide market commentary, news, or analysis; however, such information shall not constitute investment advice.

6.3 The Company may use third-party liquidity providers or technology providers to execute transactions, provided that such entities comply with applicable regulatory standards.

6.4 The Company does not guarantee continuous availability of services or platforms and shall not be liable for temporary interruptions due to maintenance, system failure, or external events.

7. ACCOUNT OPENING AND VERIFICATION

7.1 To open a trading account, the Client must complete the online registration form, provide all required identification documents, and comply with the Company's Know Your Customer (KYC) and Anti-Money Laundering (AML) policies.

7.2 The Company reserves the right to request additional documentation or information at any time to verify the Client's identity or source of funds.

7.3 The Company may refuse to open or maintain an account at its sole discretion without obligation to provide reasons.

7.4 The Client shall ensure that all personal data and contact details remain accurate and up to date.

8. CLIENT FUNDS

8.1 All Client funds shall be held in segregated accounts with reputable financial institutions in accordance with applicable laws and client money rules.

8.2 The Company will not use Client funds for its own operational purposes or for the benefit of other clients.

8.3 The Client acknowledges that funds deposited in foreign currency may be subject to exchange rate fluctuations and conversion costs.

8.4 The Company is not responsible for delays or losses caused by third-party banks, payment processors, or force majeure events.

9. DEPOSITS AND WITHDRAWALS

- 9.1 The Client may fund their trading account by using any payment method approved and available on the Company's website.
- 9.2 Deposits are considered completed when the funds are credited to the Client's trading account. The Company is not responsible for delays caused by intermediaries, banks, or payment systems.
- 9.3 The Client agrees that deposits may only be made from accounts held in the Client's name. Payments from third parties are not accepted.
- 9.4 Withdrawal requests must be submitted through the Client Portal and may only be made to the same source and method used for deposits, unless otherwise required by applicable regulations.
- 9.5 The Company may request additional verification before processing withdrawals and reserves the right to refuse a withdrawal if the Client fails to comply with AML/KYC policies.
- 9.6 Processing time for withdrawals may vary depending on the payment provider and jurisdiction. The Company is not liable for delays beyond its control.
- 9.7 The Company maintains all Client funds in segregated bank accounts in accordance with applicable laws and regulations in the European Union and the United Kingdom, ensuring that Client funds are kept separate from the Company's own funds and are protected in line with investor protection requirements.
- 9.8 Any fees, commissions, or charges applicable to withdrawals, including those related to profits, must be paid directly by the Client through designated payment methods and shall not be deducted from the Client's trading account balance.

10. ORDERS AND EXECUTION OF TRANSACTIONS

- 10.1 All trading orders placed by the Client are executed in accordance with the Company's Order Execution Policy, which is available on the official website.
- 10.2 The Client acknowledges that the Company acts as the counterparty to all trades unless otherwise stated.
- 10.3 The Client may open or close positions using the Company's trading platforms within the limits of their account balance and available margin.
- 10.4 The Company reserves the right to refuse or cancel any order under abnormal market conditions, suspected manipulation, technical failure, or breach of this Agreement.
- 10.5 The Company executes Client orders on a "best execution" basis, taking into consideration price, cost, speed, and likelihood of execution.
- 10.6 In the event of any dispute regarding order execution, the Company's transaction records shall be final and binding.

11. MARGINS AND LEVERAGE

- 11.1 The Client is required to maintain sufficient margin at all times to support open positions.
- 11.2 The Company may, at its discretion, change the leverage limits applicable to certain products or accounts.
- 11.3 The Client understands that trading with leverage can result in substantial gains or losses and may lead to the loss of the entire account balance.
- 11.4 The Company reserves the right to close one or more open positions if the margin level falls below the minimum required level.
- 11.5 The Client shall be solely responsible for monitoring their open positions and margin requirements.

12. FEES, CHARGES, AND TAXES

- 12.1 The Client agrees to pay all applicable fees, spreads, commissions, and overnight financing charges as published on the Company's website.
- 12.2 The Company may change its fee structure at any time, and such changes become effective once posted online.

12.3 The Client is solely responsible for any taxes, levies, or other financial obligations arising from their trading activity.

12.4 The Company shall not provide tax advice. Clients are advised to consult independent tax advisors where necessary.

12.5 The Company reserves the right to charge inactivity and account maintenance fees under the following conditions:

- An inactivity fee of USD 100 per month may be charged if the Client does not execute any trading activity on their account within a given month.
- The Client is required to maintain a minimum deposit of USD 1,000 per month in order for the account to be considered active. Failure to meet this requirement may result in the account being classified as inactive and subject to applicable fees.
- Where the Client has not made any deposit and has not engaged in trading activity for a period of 45 days or more, the Company reserves the right to charge a fee of 2% of the Client's account balance, applied every 30 days thereafter until the account becomes active or the balance is depleted.

13. RISK ACKNOWLEDGEMENT

13.1 The Client acknowledges and understands that trading in financial instruments such as CFDs, Forex, and derivatives carries a high level of risk and may not be suitable for all investors.

13.2 The value of investments may fluctuate, and the Client may lose all or part of their invested capital.

13.3 The Client declares that they fully understand the risks associated with leveraged trading and that they have the necessary knowledge and experience to engage in such activity.

13.4 The Company shall not be liable for any losses arising from market volatility, system interruptions, or acts of force majeure.

13.5 Past performance of any trading strategy or instrument is not indicative of future results.

14. CONFLICTS OF INTEREST

14.1 The Company maintains and operates effective organizational and administrative arrangements designed to prevent conflicts of interest between the Company and its Clients or between different Clients.

14.2 In cases where conflicts cannot be entirely avoided, the Company shall disclose the nature and source of such conflicts to the Client prior to acting on their behalf.

14.3 The Client acknowledges that the Company or its affiliates may act as counterparty to the Client's transactions.

15. COMMUNICATION AND NOTICES

15.1 All communication between the Company and the Client shall be conducted in English, unless otherwise agreed in writing.

15.2 The primary means of communication shall be electronic — via email, the Client Portal, or the Company's trading platforms.

15.3 The Client must ensure that their registered email address and contact details are accurate and kept up to date.

15.4 Any notice sent to the Client's last known email address or contact information shall be deemed duly delivered.

15.5 The Company shall not be responsible for any loss arising from the Client's failure to receive or read communication due to incorrect contact information, spam filters, or technical issues.

16. INTELLECTUAL PROPERTY

16.1 All trademarks, logos, content, designs, software, and technology used by the Company remain the exclusive property of Freedom Broker Global Markets Ltd.

16.2 The Client is granted a limited, non-exclusive, non-transferable right to use the Company's trading platforms solely for the purpose of accessing trading services.

16.3 The Client may not reproduce, copy, modify, or distribute any material belonging to the Company without prior written consent.

16.4 Any unauthorized use of the Company's intellectual property shall constitute a material breach of this Agreement and may result in termination of the Client's account.

17. DATA PROTECTION AND PRIVACY

17.1 The Company collects, processes, and stores personal data in accordance with applicable data protection laws, including the UK Data Protection Act and the General Data Protection Regulation (GDPR).

17.2 The Client hereby provides explicit consent for the Company to collect, store, and process personal data necessary for the performance of this Agreement.

17.3 The Company may share the Client's data with third-party service providers, regulatory authorities, or auditors where required by law or for operational purposes.

17.4 The Client has the right to access, rectify, or request deletion of their personal data, subject to legal and regulatory obligations.

17.5 All communication and data transfer between the Client and the Company shall be protected through appropriate security measures, including encryption and secure authentication protocols.

17.6 For detailed information regarding the collection and use of data, Clients are advised to review the Company's Privacy Policy available on its official website.

18. ANTI-MONEY LAUNDERING (AML) POLICY

18.1 Freedom Broker Global Markets Ltd complies with all applicable Anti-Money Laundering (AML) and Counter- Terrorist Financing (CTF) regulations of England.

18.2 The Client must provide valid and verifiable identification documents prior to any trading or withdrawal activity.

18.3 The Company may refuse or suspend any transaction that appears suspicious, without providing prior notice to the Client.

18.4 The Company shall not be liable for any loss or delay caused by compliance with legal or regulatory AML/CTF requirements.

18.5 The Client agrees to cooperate fully with the Company in all AML verification procedures.

19. LIMITATION OF LIABILITY

19.1 The Company shall not be liable for any loss or damage resulting directly or indirectly from:

- Any failure or delay in transmission of orders due to breakdown or failure of communication lines or systems;
- Any act of God, war, terrorism, or other event beyond the Company's reasonable control;
- Any inaccurate or misleading information provided by the Client;
- Unauthorized access to the Client's account resulting from the Client's negligence.
 - The Company's total liability to the Client shall not exceed the amount of funds deposited by the Client in their trading account at the time of the claim.
 - The Company shall not be responsible for indirect, consequential, or incidental damages, including loss of profits, trading opportunities, or data.

20. INDEMNITY

20.1 The Client agrees to indemnify and hold harmless Freedom Broker Global Markets Ltd, its officers, employees, and affiliates from any claims, liabilities, damages, or expenses arising out of: a) The Client's breach of this Agreement;

- The Client's violation of any applicable law or regulation;
- Any negligent or fraudulent act by the Client.

20.2 This indemnity shall survive the termination of this Agreement.

21. TERMINATION OF AGREEMENT

21.1 Either party may terminate this Agreement at any time by providing written notice to the other party.

21.2 The Company may terminate this Agreement immediately and without prior notice if:

- The Client breaches any term of this Agreement;
- The Client provides false or misleading information;
- The Company suspects money laundering, fraud, or other unlawful activity.
 - Upon termination, all outstanding obligations between the parties shall be settled immediately.
- The Company shall transfer any remaining balance to the Client, subject to the deduction of outstanding fees or charges.

22. FORCE MAJEURE

22.1 The Company shall not be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to: natural disasters, war, terrorism, civil unrest, government restrictions, or technical failures.

22.2 In the event of a force majeure situation, the Company may suspend or modify its services until normal operations are restored.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any non-contractual obligations arising from it shall be governed by and construed in accordance with the laws of England.

23.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England for the settlement of any dispute or claim arising out of or in connection with this Agreement.

23.3 Notwithstanding the above, the Company reserves the right to initiate proceedings in any jurisdiction where the Client resides or maintains assets.

24. COMPLAINTS AND DISPUTE RESOLUTION

24.1 The Client who wishes to file a complaint shall do so in writing by contacting the Company's Compliance Department via email at info@fbgm24.com.

24.2 The Company shall acknowledge receipt of the complaint and provide a written response within a reasonable period, not exceeding 30 calendar days.

24.3 If the Client is not satisfied with the Company's response, they may escalate the matter to the relevant regulatory or dispute resolution body.

24.4 The Company strives to resolve all disputes fairly, promptly, and in accordance with applicable regulatory standards.

25. FINAL PROVISIONS

25.1 This Agreement constitutes the entire understanding between the Client and the Company and supersedes all previous communications, representations, or agreements, whether oral or written.

25.2 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25.3 The Client may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company.

25.4 The Company may assign or transfer its rights and obligations to another entity within the same corporate group, provided that such transfer does not materially affect the Client's rights.

25.5 All terms and conditions of this Agreement shall remain binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the Client confirms that they have carefully read and understood the terms of this Customer Agreement and agree to be legally bound by it upon registration or use of the services provided by:

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