



Client Agreement

Motive Markets Limited

Date: 1st May 2024

Email : support@motivemarkets.com | Website : motivemarkets.com

IMPORTANT NOTICE: RISK WARNING

Trading in Foreign Exchange (Forex) and Contracts for Difference (CFDs) on margin carries a high level of risk and may not be suitable for all investors. The high degree of leverage can work against you as well as for you. Before deciding to trade, you should carefully consider your investment objectives, level of experience, and risk appetite. The possibility exists that you could sustain a loss of some or all of your initial investment and therefore you should not invest money that you cannot afford to lose. You should be aware of all the risks associated with Forex and CFD trading, and seek advice from an independent financial advisor if you have any doubts.

By entering into this Agreement, you unreservedly acknowledge that you have read, understood, and accept the terms of this Risk Warning.

This Client Agreement (the “Agreement”) is entered into by and between:

The Company “Motive Markets Ltd”, Bonovo Road – Fomboni, Island of Mohéli – Comoros Union, is incorporated under registered number HA00424752 and licensed by the Mwali International Services Authority, Island of Mohéli as an International Brokerage and Clearing House under License number BFX2024080.

And

The Client (“the Client”, “you”, “your”), any natural person or legal entity who has completed the account opening application and has been accepted by the Company as a Client.

This Agreement, along with the Risk Disclosure Policy, Privacy Policy, and any other policies or notices available on our website (www.motivemarkets.com), forms the entire and legally binding agreement between you and the Company. By opening an account with us, you signify that you have read, understood, and agree to be bound by all terms and conditions of this Agreement.

DEFINITIONS

Agreement: This Client Agreement and all appendices, policies, and notices referenced herein.

Account: The personal trading account you open with the Company.

Balance: The total amount of funds in your Account.

CFD (Contract for Difference): A financial instrument which is a contract to exchange the difference in value of a particular Underlying Asset between the time at which the contract is opened and the time at which it is closed.

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Client: The individual or legal entity who is a party to this Agreement.

Equity: The Balance plus or minus any floating profit or loss of your open positions.

Forex: Foreign Exchange, trading in currency pairs.

Leverage: A ratio that allows you to open a trading position of a greater value than the funds you have deposited.

Margin: The necessary funds required in your Account to open or maintain a position.

MISA: The Mohéli International Services Authority, the Company's regulatory body.

Order: An instruction from you to the Company to open or close a position, or to place, modify, or delete a Stop Loss or Take Profit order.

Underlying Asset: The asset on which a CFD is based, such as a currency pair, stock index, commodity, or cryptocurrency.

Website: The Company's official website at www.motivemarkets.com.

2. SCOPE OF SERVICES

2.1. The Company will provide you with access to its trading platform to place Orders for transactions in Forex and CFDs offered by the Company.

2.2. The Company provides its services on an "execution-only" basis. We do not provide investment, financial, or tax advice. Any market analysis, news, or other information provided by the Company is for informational purposes only and does not constitute an offer or solicitation to buy or sell.

2.3. You are solely responsible for all Orders placed on your Account and for monitoring your open positions.

3. CLIENT REPRESENTATIONS AND WARRANTIES

3.1. By entering into this Agreement, you represent and warrant that:

- a) You are of sound mind, legal age (18 years or older), and legal competence.
- b) All information provided during the account opening process is true, accurate, and complete. You agree to promptly notify the Company of any changes to this information.
- c) You are the sole beneficial owner of the Account and are acting on your own behalf.

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- d) You have read, understood, and accepted the high risks associated with trading leveraged products.
- e) The funds you deposit are not the proceeds of any illegal activity.
- f) You will not use the Company's services for any illegal purpose, including money laundering or terrorist financing.
- g) You are not a resident or citizen of any jurisdiction where the distribution or use of our services would be contrary to local law or regulation (e.g., USA, Canada, Japan, etc.).

4. ACCOUNT OPENING AND MANAGEMENT

- 4.1. To open an Account, you must complete the online application form and provide all required identification documents (Know Your Customer - KYC).
- 4.2. The Company has the absolute right to refuse any application for an Account without providing a reason.
- 4.3. You are responsible for maintaining the confidentiality of your Account login credentials (username and password). You must notify the Company immediately if you suspect any unauthorized use of your Account.
- 4.4. All actions and Orders placed using your login credentials will be considered as having been placed by you.

5. DEPOSITS AND WITHDRAWALS

- 5.1. You may deposit funds into your Account at any time through the methods available on the Company's Website.
- 5.2. The Company does not accept third-party deposits. All funds must originate from a bank account, card, or e-wallet registered in your name.
- 5.3. Withdrawals will be processed back to the original source of the funds. You may be required to provide additional documentation to process a withdrawal request.
- 5.4. The Company is not liable for any delays in processing deposits or withdrawals caused by third-party payment systems. Any applicable fees from payment providers will be borne by you.

6. MARGIN AND LEVERAGE

- 6.1. You must maintain the required level of Margin in your Account to keep your positions open. The specific Margin requirements are detailed on our Website.

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6.2. The Company has the right to change Margin requirements at any time, with or without notice, especially during periods of high market volatility.

6.3. If your Account's Equity falls below the required Margin level (Stop Out level), the Company has the right to automatically close one or more of your open positions, starting with the one with the largest loss, to prevent further losses. This is an automated process and is not negotiable.

7. ORDERS AND TRANSACTIONS

7.1. All Orders are placed through the Company's trading platform.

7.2. The Company will use its best endeavors to execute your Orders at the prices you request, but we do not guarantee execution at a specific price due to market volatility, gapping, or system latency.

7.3. The Company reserves the right to refuse, cancel, or reverse any Order if it believes there has been a breach of this Agreement, an error in pricing (manifest error), or abusive trading practices.

7.4 PROHIBITED TRADING APPROACHES:

1. The Client is prohibited from unlawfully accessing or attempting to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied or will apply to its system. In the event that the Company notices any breach of this clause, then it is at the Company's sole discretion if it wishes to either terminate the Client's access immediately to any and all services it offers and/or block the Trading Account simultaneously informing any interested parties
2. In the event that the Company determines that artificial intelligence software has been used, the Company reserves the right to take action as it sees fit.
3. Trading strategies aimed to exploit errors, price latency arbitrage opportunities on the Trading Platform, or entering into transactions or combinations of transactions which, when considered together or separately, are for the purpose of manipulating the Trading Platform for gains is strictly prohibited.
4. The Company offers the possibility of using trading strategies such as automated trading with the help of expert advisors, scalping, hedging, etc. Be informed that the company does not allow strategies that aim at exploiting errors in the process and/or conclusion of trades at off-market prices and/or take advantage of internet delays or price manipulation. In case the use of such a strategy has been detected, the Company

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reserves the right to cancel such orders.

5. The Company, therefore, reserves the right at its sole discretion to prohibit the abusive exploitation of its Trading Platforms, and any transaction or contract that relies on price latency/manipulation arbitrage opportunities will, in such cases, be revoked without prior notice being required.

If the Company believes that the Client has (or attempted to) manipulated our prices, our execution processes, or Trading Platform, or “gamed” or “attempted to “game” Trading Platform or attempted some form of market abuse or market misconduct, the Company may in our sole and absolute discretion, without notice to the Client to do any one or more of the following (to the extent permitted by law):

1. treat some of or all the Client trades as void from the inception;
2. withhold any funds suspected to have been derived from any such activities;
3. make any resultant corrections or adjustments to the Trading Account
4. suspend and/or close the Trading Account;
5. terminate the Client Agreement; and/or
6. take such other action as the Company considers appropriate.

8. FEES, COSTS, AND CHARGES

8.1. You agree to pay all applicable fees and charges as disclosed on the Company's Website. These may include, but are not limited to, spreads, commissions, and overnight financing charges (swaps).

8.2. The Company may change its fees and charges at any time. We will provide notice of such changes on our Website.

8.3. You are responsible for any taxes or duties that may arise from your trading activities.

9. LIMITATION OF LIABILITY AND INDEMNITY

9.1. The Company, its directors, officers, or employees shall not be liable for any losses, damages, costs, or expenses incurred by you, except in cases of our gross negligence, willful default, or fraud.

9.2. The Company is not liable for any losses resulting from market conditions, platform downtime for maintenance, transmission errors, or any other events outside of our direct control (Force Majeure).

9.3. You agree to indemnify and hold the Company harmless from any claims, losses, or damages arising from your breach of this Agreement or your use of the Account.

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10. TERMINATION

10.1. You may request to close your Account at any time by providing written notice to the Company, provided there are no open positions or outstanding liabilities on the Account.

10.2. The Company may suspend or terminate this Agreement and your Account immediately, with or without notice, if:

- a) You breach any part of this Agreement.
- b) The Company suspects you are involved in illegal activities.
- c) You become insolvent or bankrupt.
- d) The Company is required to do so by a regulatory authority.

10.3. Upon termination, all open positions will be closed, and the Company will return any remaining funds to you after deducting any amounts owed to the Company.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1. The Company will handle all your personal data in accordance with our Privacy Policy, which is available on our Website.

11.2. We will keep your personal and financial information confidential, except when required to be disclosed by law or to regulatory bodies like MISA.

12. GOVERNING LAW AND JURISDICTION

12.1. This Agreement and all transactions between you and the Company shall be governed by the laws of the Union of the Comoros.

12.2. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of the Union of the Comoros.

13. AMENDMENTS

13.1. The Company reserves the right to amend this Agreement at any time. We will notify you of any material changes via email or by posting the updated Agreement on our Website. Your continued use of our services after such notification will constitute your acceptance of the amended terms.

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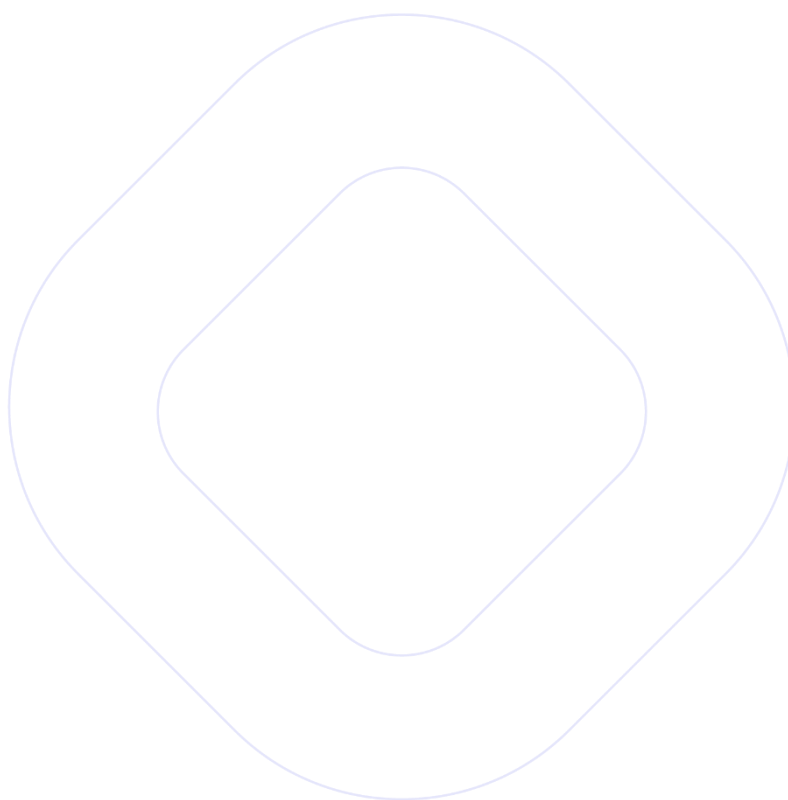
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14. CLIENT ACKNOWLEDGEMENT

By completing the account opening process and ticking the box to accept the terms, you hereby acknowledge and agree that:

- a) You have read, understood, and agree to be bound by all terms of this Client Agreement.
- b) You have read, understood, and accepted the Company's Risk Disclosure Policy.
- c) You are trading with your own funds and at your own risk.



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