Adria Trades Terms and Conditions

Table of Contents

1. GENERAL PROVISIONS
2. SCOPE OF THE AGREEMENT
3. CLIENT ELIGIBILITY
4. THE SERVICES WE PROVIDE
5. ACCOUNT OPENING INFORMATION AND REQUIREMENTS
6. ELECTRONIC TRADING PLATFORMS AND ACCESS
7. CLIENT GUARANTEES AND SECURITY
8. INSTRUCTIONS AND ORDERS
9. TRANSACTIONS: CONFIRMATION, PRICING, AND SETTLEMENT
10. BENEFITS POROGRAMS
11. YOUR FUNDS AND WITHDRAWALS
12. FEES, CHARGES AND TAXATION
13. CFD TRADING TERMS
14. IMPROPER OR ABUSIVE TRADING AND UNAUTHORIZED ACTIVITIES
15. COMPANY LIABILITY, INDEMNITY, AND EXCLUSIONS
16. DURATION AND AMENDMENTS OF THE AGREEMENT
17. TERMINATION OF THE AGREEMENT
18. EVENTS OF DEFAULT AND RIGHTS ON DEFAULT
19. CONFLICT OF INTEREST
20. CONFIDENTIAL INFORMATION AND DATA PROTECTION
21. AWARENESS AND ACCEPTANCE OF RISK
22. REFUND POLICY
23. NOTICES
24. GLOSSARY

1. GENERAL PROVISIONS

1.1 Introduction

This Client Agreement (the "Agreement") sets out the terms and conditions governing the relationship between you (hereinafter referred to as the "Client," "you," or "your") and **IFM Capital**, operating under the trade name **Adria Trades** (hereinafter referred to as the "Company," "we," "us," or "our"). The Agreement regulates the investment and ancillary services provided by the Company and applies to all trading activities conducted by the Client through the Company's online Trading Platform.

1.2 Company Information

IFM Capital is a company duly incorporated and registered in Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of the Comoros, under company registration number 16118 and license number L16118/IC. The Company is authorized to provide investment and related services through its online Trading Platform, accessible via the Internet.

1.3. Communication with the Company

The Client may contact the Company via email, telephone, or other approved electronic communication methods. All official communication shall be conducted in English. At the Company's discretion, support may also be provided in additional languages. Please note that all communications may be monitored and recorded for purposes of quality assurance, regulatory compliance, and dispute resolution.

1.4 Legally Binding Agreement

By accepting this Agreement, the Client acknowledges having read, understood, and agreed to its full contents. This Agreement constitutes a legally binding contract between the Client and the Company and shall have the same legal effect and enforceability as if it were physically signed. The Agreement is governed by and construed in accordance with the laws of the Union of the Comoros.

1.5 Right of Amendment

The Company reserves the right to amend, modify, or supplement this Agreement at any time. Any such amendments will be communicated to the Client by email and/or through publication on the Company's official website. Unless otherwise specified, amendments shall apply only to transactions or activities taking place after the effective date of the changes. If the Client does not accept the amended terms, they retain the right to terminate the Agreement in accordance with the procedure described in Section 17.

1.6 Client's Responsibility to Review

The Client is solely responsible for reviewing this Agreement, along with any additional policies, disclosures, or documentation published on the Company's website, prior to engaging in trading activities. By proceeding, the Client confirms that they have had sufficient time to read, understand, and seek independent professional advice if necessary.

2. SCOPE OF THE AGREEMENT

2.1 Contents of the Agreement

This Agreement governs in full the terms of the relationship between the Client and the Company. It incorporates the Glossary, all information provided by the Client during the account registration process, as well as additional documents and policies that form an integral part of this Agreement. These include, but are not limited to:

- Anti-Money Laundering (AML) Policy – outlining measures adopted by the Company to detect and prevent money laundering, terrorist financing, and other unlawful activities.
- Know Your Client (KYC) Policy – specifying identity verification requirements and compliance standards.
- Privacy Policy – describing how the Company collects, processes, and safeguards Client information.
- Risk Disclosure – summarizing the material risks associated with trading Contracts for Difference (CFDs) and related instruments.
- Order Execution Policy – defining the procedures and principles under which trades are executed on the Company's platform.
- Complaints Handling Procedure – setting forth the Client's right to submit complaints and the Company's method of investigating and resolving them.

2.2 Additional Resources

The Company may, at its discretion, make available educational resources, guides, market updates, and other informational materials on its website or through its platform. Such materials are provided solely for informational and educational purposes and shall not form part of this Agreement, nor shall they be construed as binding obligations or investment advice.

2.3 Comprehensive Relationship Management

This Agreement constitutes the entire agreement between the Client and the Company and supersedes any prior contracts, arrangements, understandings, or representations, whether written or oral. No verbal statements, commitments, or assurances made by Company representatives shall be considered binding if they conflict with the provisions of this Agreement.

2.4 Legal Provisions

It is expressly intended that this Agreement contains the exclusive terms governing the relationship between the Client and the Company. This Agreement shall prevail over any prior agreements, correspondence, or implied terms. Any omission, interpretation, or representation made by the Company's employees or affiliates that is inconsistent with the terms herein shall be deemed non-binding.

2.5 Arbitration Clause

In the event of any disputes, claims, or complaints arising out of or relating to this agreement, both parties — the Company and the Client — agree to resolve the matter through arbitration. The arbitration shall be conducted in accordance with the rules and regulations of the appropriate regulatory body in the Comoros Islands, where the Company is registered and licensed.

The arbitration process shall take place in the Comoros Islands, and the decision rendered by the arbitrator(s) shall be final, binding, and enforceable on both parties. Both parties expressly waive any right to pursue claims through any other legal venue or jurisdiction, except for the enforcement of the arbitration decision.

By entering into this agreement, both parties acknowledge and consent to the exclusive jurisdiction of the Comoros Islands for the resolution of disputes through arbitration.

3. CLIENT ELIGIBILITY

3.1 Eligibility Requirements

The Company's services are made available exclusively to natural persons and legal entities who are legally capable of entering into binding agreements under the laws of their country of residence or incorporation. Clients must be at least eighteen (18) years of age at the time of account registration. The Company expressly disclaims any responsibility or liability for use of its services by individuals or entities who do not meet these requirements.

3.2 Legal Restrictions

Access to the Company's services is restricted in any jurisdiction where such access or use would be contrary to applicable laws, regulations, or directives. The Company reserves the absolute right, at its sole discretion, to refuse, suspend, or terminate the provision of services if it determines that offering such services would be unlawful or expose the Company to regulatory or reputational risk.

3.3 Client Responsibility

The mere ability to access the Company's website or trading platform does not imply or guarantee that the Client's use of the services is lawful in their jurisdiction. The Client bears full responsibility

for ensuring compliance with all laws, rules, and regulations applicable to them prior to engaging in any activity with the Company. By entering into this Agreement, the Client acknowledges that they have verified their own eligibility and legality to participate in trading activities through the Company.

4. THE SERVICES WE PROVIDE

4.1 Execution-Only Service

The Company operates strictly on an execution-only basis, providing Clients with access to a range of financial instruments, including but not limited to Contracts for Difference ("CFDs") and other leveraged products. The Company does not provide investment, financial, tax, legal, regulatory, or accounting advice. All trading strategies and decisions are made solely at the discretion and risk of the Client. The Client is strongly encouraged to seek independent professional advice where necessary.

4.2 CFDs and Counterparty Relationship

CFDs are derivative products that do not involve ownership of, or any rights in, the underlying asset, nor do they provide for physical delivery of such assets. The Company shall act as principal and counterparty to all Client transactions, unless expressly stated otherwise. For further details regarding execution procedures, the Client should refer to the Company's Order Execution Policy, as published on the Company's website.

4.3 Financial Information

The Company may make available financial information, including market data, quotes, research, reports, analyses, and news, which may be generated internally or provided by third-party sources ("Financial Information"). Such Financial Information is offered for general informational purposes only and does not constitute investment advice or a recommendation. The Client remains solely responsible for evaluating the reliability, accuracy, and relevance of any Financial Information before acting upon it.

Neither the Company nor its third-party providers guarantee the accuracy, completeness, timeliness, or sequence of the Financial Information. Market conditions may render such information outdated or inaccurate without notice. The Company expressly disclaims any liability for losses, damages, or claims arising from reliance on such information.

4.4 Marketing Materials and Recommendations

Any newsletters, market commentaries, updates, or trading analyses provided by the Company shall be considered marketing communications. These materials are not tailored to individual circumstances, should not be construed as investment advice, and do not create any fiduciary

duty. The accuracy or timeliness of such materials is not guaranteed, and Clients are advised to conduct their own due diligence before entering into any transactions.

4.5 Trading Hours

The Company's trading platform is generally available from 00:01 GMT on Sunday until 23:59 GMT on Friday, excluding international public holidays or extraordinary market events. The Client must review the applicable contract specifications and trading hours for each instrument prior to trading. The Company reserves the right to amend trading hours, suspend trading, or restrict access in exceptional circumstances, with notice provided via its website where reasonably practicable.

4.6 Service Restrictions

The Company reserves the right, at its sole discretion, to restrict, suspend, or refuse access to its services in the event of:

- actual or suspected misuse of the platform (including but not limited to latency abuse, price manipulation, insider trading, or the use of automated trading systems in breach of platform rules);
- breaches of the Agreement, internal risk management limits, or applicable laws and regulations; or
- regulatory, technical, or security requirements.
  In such cases, the Company may permit only the closure of open positions, without allowing the initiation of new trades.

5. ACCOUNT OPENING INFORMATION AND REQUIREMENTS

5.1 Account Registration and Identity Verification

To open an account with the Company, the Client must provide complete, accurate, and up-to-date identifying information. The Company is required to verify the Client's identity in accordance with its Know Your Client (KYC) Policy, anti-money laundering obligations, and other applicable legal requirements. The Company reserves the right to request additional documents or information at any stage to ensure compliance and the security of trading activities. Failure to provide such information may result in delays, account suspension, or termination in accordance with this Agreement.

5.2 Client Responsibilities and Information Accuracy

The Client bears sole responsibility for the accuracy and completeness of the information provided during account registration and throughout the business relationship. The Company will rely on the information submitted unless there is reasonable cause to believe otherwise. The

Client must promptly notify the Company in writing of any material changes to personal, financial, or contact details. The Company shall not be held liable for losses or damages arising from the Client's failure to update such information.

5.3 Client Assessment

As part of the account approval process, the Company will conduct an appropriateness assessment based on the Client's disclosed knowledge, experience, and understanding of risks associated with leveraged trading products. The outcome of this assessment will determine whether the Client is permitted to open and maintain an account. The Company retains sole discretion to approve, restrict, or deny account applications regardless of the outcome of the assessment.

5.4 Account Activation and Access

Following successful review and verification of the Client's application and supporting documentation, the Company will confirm account activation by issuing a **welcome notice** containing account details, including the trading account number and login credentials ("Access Codes"). The Company may withhold activation until all verification requirements are satisfied to its sole satisfaction.

5.5 Privacy and Data Security

All information collected during registration and subsequent interactions is processed in line with the Company's Privacy Policy. The Company maintains strict security protocols to protect Client data, comply with international anti-money laundering standards, and safeguard the integrity of its services. Client data may be recorded, retained, and disclosed as required by law, regulatory authorities, or in the resolution of disputes.

5.6 Single Account Policy

Each Client is permitted to hold one (1) active account with the Company, unless otherwise authorized in writing. If multiple accounts are identified under the same Client, the Company reserves the right to:

- consolidate, transfer, or reallocate funds between such accounts;
- close open positions on duplicate accounts; and/or
- suspend or terminate accounts deemed to be in breach of this policy.

Clients registering as legal entities represent and warrant that they are duly authorized to bind the entity to this Agreement.

6. ELECTRONIC TRADING PLATFORMS AND ACCESS

6.1 Platform Access and Usage

Upon activation of your trading account, the Company will provide you with unique Access Codes to access its electronic trading platforms (the "Platform") through a personal computer, mobile device, or other internet-enabled medium. These Access Codes are strictly confidential and must be safeguarded at all times. Any activity carried out through the Platform using your Access Codes shall be deemed to have been conducted and authorized by you. If you suspect that your Access Codes have been compromised, lost, or used without your authorization, you must notify the Company immediately. The Company reserves the right, at its discretion, to suspend, restrict, or revoke Platform access for security, compliance, or risk management purposes.

6.2 Software and System Requirements

The trading software and related technology, whether developed by the Company or provided by third-party licensors, is made available to Clients strictly on an "as is" and "as available" basis. While the Company implements security measures to ensure safe access, it does not warrant that the Platform will be free from errors, defects, or interruptions. The Client is solely responsible for maintaining the necessary hardware, operating systems, software updates, and internet connectivity to access and use the Platform.

6.3 Maintenance, Disruptions, and Liability

The Company will use reasonable efforts to ensure continuous operation of the Platform. However, scheduled maintenance, technical failures, or unforeseen events may result in temporary service disruptions. Maintenance will, where practicable, be performed outside of peak trading hours, and notice will be provided in advance when possible. Despite these efforts, the Company is not liable for losses resulting from:

- interruptions due to power failures or internet connectivity issues;
- delays, software bugs, data corruption, or other system malfunctions;
- unauthorized third-party access or cyber incidents;
- disruptions caused by force majeure events or factors beyond the Company's control.

6.4 Third-Party Use and Account Integrity

If you appoint an Authorized Representative to trade on your behalf, the Company must first receive a duly executed Power of Attorney along with the representative's identification documents. Any actions carried out by such Authorized Representative or through your Access Codes shall be considered valid and binding on you. You remain responsible for monitoring account activity and must promptly inform the Company of any unauthorized use or termination of representation.

6.5 Prohibited Activities

The Client must not use the Platform for abusive or manipulative practices, including but not limited to:

- exploiting latency, system errors, or delays in trade execution;
- engaging in price manipulation, time manipulation, or use of automated software/scripts not approved by the Company;
- attempting to gain unauthorized access, interfere with system functionality, or disrupt the Platform's operation.

The Company reserves the right, in its sole discretion, to suspend, restrict, or permanently disable Platform access and to pursue legal and contractual remedies against any Client found engaging in prohibited activities.

7. CLIENT GUARANTEES AND SECURITY

7.1 Client Funds and Legality

You confirm and guarantee that all funds deposited with the Company for trading purposes belong exclusively to you, are free from any lien, charge, or pledge, and are not derived from any criminal activity. Should the Company identify evidence of illegality, it reserves the right to reverse transactions, terminate this Agreement, and pursue legal actions for damages.

7.2 Acting on Your Own Behalf

You represent that you are acting on your own behalf and not as a representative or trustee of any third party.

7.3 Legal Capacity and Document Authenticity

You declare that you are over 18 years old, or have the legal capacity if representing an entity, to enter into this Agreement. You guarantee the authenticity of all documents provided and acknowledge that the Company cannot offer legal advice regarding the legality of its services in your jurisdiction.

7.4 No Legal Advice Provided

You understand and accept that the Company does not provide legal advice or assurances regarding the legality of its services in your jurisdiction. The Company makes no representations about the compliance of its services with local laws and regulations, and you are solely responsible for ensuring such compliance.

8. INSTRUCTIONS AND ORDERS

8.1 Reception and Execution of Transactions

All orders must be submitted via the Company's approved trading platforms or designated communication channels, including the Client's registered email address or, where permitted, via telephone. Instructions submitted by any other means shall not be accepted, and the Company shall not be liable for any resulting delays, omissions, or losses. Verbal orders will only be accepted in the Company's official language, subject to verification of the Client's identity. The Company reserves the right to reject any verbal instructions if clarity or authenticity cannot be established. Orders, once received, may not be revoked, amended, or canceled except with the prior written consent of the Company, which may be granted at its sole discretion. Execution of orders is subject to market conditions, and prices displayed on the platform may differ from the executed price.

8.2 Responsibility and Timeliness

The Client shall ensure that instructions are submitted in a timely and accurate manner and shall monitor the execution and status of such instructions through the Company's platforms. The Company shall not be responsible for any losses arising from delayed, incomplete, or unread communications. Relevant information relating to orders and executed trades shall be available on the trading platform, including reports on historical trades, account balances, and order status.

8.3 Execution Policy and Limitations

The Company uses its best efforts to execute orders promptly but does not guarantee execution at the requested price or exact specifications, particularly during periods of market illiquidity or significant volatility. Orders may only be executed during the platform's operating hours and are subject to the type and time validity specified by you. The Company reserves the right to limit the number of open positions or set restrictions on transaction sizes based on internal risk parameters and may close out positions to maintain these limits.

Certain markets impose restrictions on specific order types, such as synthetic orders, which depend on accurate and timely data from third-party providers. Markets may cancel such orders during system upgrades, and Company disclaims liability for losses arising from these cancellations. For details, refer to the Order Execution Policy on Company's website.

8.4 Power of Attorney and Authorized Representatives

The Client may authorize a third party to act on their behalf by submitting a valid Power of Attorney and identification documents to the Company. Unless an expiry date is specified, the authorization shall remain valid until the Company receives written notice of termination. All instructions from an Authorized Representative shall be deemed valid and binding until such notice is received and processed.

8.5 Amendments, Rejections, and Notifications

The Company reserves the right to reject or amend instructions, in whole or in part, at its discretion. In cases where patterns in your trading activity (e.g., frequent negative equity) suggest the need for additional safeguards, the Company may contact you to propose adjustments, such as higher margin requirements.

If the Company encounters material difficulties in executing an order, such as market closures or illiquidity, the Company will notify you promptly. The Company may also withdraw specific financial instruments from its platform if their underlying assets are deemed to present a heightened risk.

8.6 Prohibited Communication and Security

Clients must not communicate with the Company employees or representatives via unauthorized channels, such as personal phones or social media. Unauthorized use of communication methods or attempts to manipulate order processes, including latency abuse, price manipulation, or time manipulation, are prohibited. The Company reserves the right to take appropriate actions, including the suspension of services, against Clients engaging in such activities.

8.7 Finality of Orders and Client Responsibility

Unless explicitly agreed otherwise, all orders executed on Company's platform are final and cannot be canceled or deleted. The Client is solely responsible for the consequences of their trading decisions and for ensuring compliance with all applicable rules and terms. Any request for modification or cancellation of an order must be consistent with the Company's legal documentation.

9. TRANSACTIONS: CONFIRMATION, PRICING, AND SETTLEMENT

9.1 Transaction Confirmations

The Company shall provide confirmations for all transactions executed in the Client's Trading Account. Such confirmations shall be made available immediately via the Trading Platform. It is the Client's responsibility to review all confirmations and notify the Company in writing of any discrepancies within seven (7) Business Days. Confirmations shall be deemed final and binding unless disputed within the specified period.

9.2 Pricing and Market Movement

The Company shall quote prices for all transactions at its sole discretion, based on internal calculations and prevailing market conditions. Such prices may differ from those provided to other Clients and may be adjusted or withdrawn at any time without prior notice. Each quoted price shall remain valid only until its expiration or withdrawal and may be subject to maximum transaction limits as determined by the Company.

Market fluctuations may result in price changes between the time a quote is provided and the execution of an order. Such changes may be favorable or unfavorable to the Client. The Company does not guarantee execution at the quoted price and shall not be liable for any losses arising from market movements.
Quotes sourced from third-party providers, market makers, or other external entities shall not apply to transactions with the Company. The Company's quoted prices shall constitute the sole basis for execution. Furthermore, any transactions executed at incorrect prices due to system errors or malfunctions may be canceled at the discretion of the Company.

9.3 Order Cancellation and Refusal

The Company reserves the right to cancel or refuse any transaction under the following circumstances:

- Fraudulent, illegal, or suspicious activity.
- Incorrect prices due to system errors or malfunctions.
- Incomplete or invalid documentation.
- Insufficient funds or chargeback risks.
- Orders linked to market manipulation, insider trading, or money laundering.
- Transactions that violate the terms of this Agreement.

The Company will notify you promptly if a transaction is canceled or an order is refused, but such actions do not absolve you of your obligations to the Company.

9.4 Settlement of Transactions

All transactions shall be settled upon execution. Settlement shall be deemed complete when the financial contract is finalized, the premium or margin is calculated, and payment is verified. The Client shall be fully liable for the proper settlement of all transactions in the Trading Account.

10. BENEFITS POROGRAMS

10.1 Overview of Bonus Programs

The Company may, at its discretion, offer various bonus and benefits programs to both new and existing Clients who have activated their Trading Accounts. Such bonuses, financial rewards, or promotional incentives ("Bonuses") are optional, and Clients are not obligated to participate. Before accepting a Bonus, Clients are provided with the full terms and conditions associated with the offer. By accepting the Bonus, Clients agree to be bound by the applicable terms. Clients who choose not to accept a Bonus will not be subject to any Bonus-related terms.

The Company reserves the right to amend the terms of any Bonus at any time. Substantial amendments shall be communicated to Clients, and unless the Client objects within seven (7) days, such amendments shall be deemed accepted.

10.2 Types of Bonuses and Usage

10.2.1 Equity Bonus

The equity bonus is reflected in the equity of the trading account and is not withdrawable under any circumstances. It is designed to:

- Support trading activity by providing additional equity for trades.
- Act as a safety net to improve margin levels.

10.2.2 " 1 Trade on Us" Offer

The first closed trade after a deposit may be covered by the Company up to a specific amount in case of a loss. Coverage depends on your investment amount. Contact your account manager for details.

10.2.3 Trading Points

- Clients earn 1 trading point for every $100,000 or €100,000 in trading volume.
- Trading points can be used to unlock and wager a percentage of the Bonus (e.g., 25%, 50%, 75%, or 100%).
- Wagering at less than 100% results in a payout, but the entire Bonus will be retracted.
- Bonus wagering is limited to specific periods, such as holidays or special offers, and is not available year-round.

10.3 Special Promotions

The Company periodically offers special promotional offers. Clients are advised to consult their account managers to fully understand the associated terms and conditions before accepting these offers. By accepting a promotional offer, Clients agree to fulfill all specified requirements. Failure to meet these conditions may result in the Company revoking the promotion, with prior notice from the Company.

10.4 Responsible Use of Bonuses

The Company encourages Clients to use Bonuses responsibly and in line with their account's status. Bonuses can significantly enhance trading equity, but reckless usage may result in account instability. Clients are urged to:

- Invest Bonus amounts carefully and responsibly.
- Monitor their account status regularly to avoid over-leveraging.

10.5 Abuse or Misuse of Bonuses

The Company reserves the right to cancel a Bonus or close a Client’s account if Bonus abuse or misuse is suspected, including but not limited to:

- Exploiting Bonus terms for unfair gains.
- Misusing Bonus funds in ways inconsistent with the intended purpose.

In such cases, Company's decision is final, and any revoked Bonuses will not be reinstated.

10.6 Time-Limited Nature of Bonuses

All Bonuses must be used within the predefined offer period. The Company may revoke any unused Bonus after the specified period.

10.7 Amendments and Finality

The terms and conditions of Bonuses are subject to change at Company's discretion. Any changes will be communicated to Clients and displayed on Company's website. By accepting a Bonus, Clients agree to the terms and conditions outlined in this Agreement and any subsequent amendments.

11. YOUR FUNDS AND WITHDRAWALS

11.1 Account and Fund Management

Funds deposited for the purpose of trading shall be held in an account with a bank or financial institution designated by the Company. Such funds shall be maintained in the name of the Company, and the legal and regulatory regime applicable to that institution may differ from the laws of the Union of the Comoros. In the event of insolvency or any similar occurrence at the relevant institution, the treatment of your funds may differ from that which would apply under the jurisdiction of the Union of the Comoros.

11.2 Communication and Documentation

All deposit and withdrawal instructions must be transmitted exclusively through the Company's official email address. Any communication received through alternative channels shall be considered invalid and may be treated as fraudulent. The Company shall not bear responsibility for any loss incurred as a result of instructions submitted outside the official communication channel.

11.3 Fund Transfers and Withdrawals

Transfers of funds to and from your account shall be executed in accordance with the Company's standard processing timelines. The actual time required for funds to appear in your personal account shall depend upon your banking or payment service provider. The Company reserves the right to refuse or delay any withdrawal request where the conditions of this Agreement are not satisfied, including, without limitation, the provision of incomplete or missing documentation.

11.4 Right of Set-Off

The Company retains the right to set off any funds held on your behalf against any outstanding obligations owed to the Company. This right may be exercised without your prior consent.

11.5 Withdrawal Conditions and Restrictions

Clients may withdraw funds that are not required to cover margin obligations, provided that all terms and conditions of this Agreement have been fulfilled. Where a bonus, credit, or cashback has been credited to your account, withdrawals may be subject to restrictions until the applicable requirements, including minimum trading volume thresholds, have been satisfied. By way of illustration:

- For a credited bonus/cashback of 1,000 (one thousand): A minimum trading volume of 20 (twenty) standard lots is required.
- For a credited bonus/cashback of 10,000 (ten thousand): A minimum trading volume of 200 (two hundred) standard lots is required.
- For a credited bonus/cashback of 100,000 (one hundred thousand): A minimum trading volume of 2,000 (two thousand) standard lots is required.

11.6 Bank Fees and Payment Details

The Client shall be solely responsible for all bank charges or fees arising in connection with fund transfers. The Company shall not be liable for any costs, delays, or losses resulting from inaccurate, incomplete, or erroneous payment details provided by the Client. The accuracy of all bank information rests solely with the Client.

11.7 Payment Verification and Refunds

Deposited funds shall be credited to the Client's account only after successful verification of the payment sender. Where the sender cannot be verified, the Company reserves the right to return the deposit. The Company may also reject a withdrawal request if the chosen payment method is deemed unsuitable, in which case the Client may be required to use an alternative method suggested by the Company.

11.8 Withdrawal Processing and Delays

Withdrawal requests are ordinarily processed within five (5) business days. Depending on the banking institution or payment provider, an additional period of up to twenty-one (21) days may be required for the funds to be credited to the Client's account. Where delays occur due to circumstances beyond the Company's control, such as delays related to credit card refunds, the Company shall investigate the matter and take all reasonable measures to facilitate resolution.

11.9 Reversal of Deposits and Negative Balances

Should a deposit be reversed by the Client's bank or payment provider for any reason, the Company shall reverse the corresponding amount from the Client's trading account and make appropriate adjustments to any subsequent transactions. Such reversal may result in a negative account balance, for which the Client shall remain fully liable.

11.10 Interest and Bank Account Funds

The Client expressly waives any right to receive or claim interest on funds maintained in the account designated for holding client monies.

11.11 Minimum Withdrawal Amounts

The minimum withdrawal amount is set at $/€50, or the equivalent amount in the currency of the Client's trading account.

11.12 Withdrawal Charges

11.12.1 Standard Charges

All withdrawals are subject to a service fee of 3.5%. Where the fee amounts to $/€30 or less, a minimum charge of $/€30 shall apply. The maximum withdrawal service fee shall in no event exceed $/€3,500.

11.12.2 VIP Account Withdrawals

Clients holding Professional, Exclusive, or Black accounts are entitled to one (1) complimentary withdrawal per calendar month. Any additional withdrawals within the same month shall incur the standard service fee specified in Clause 11.12.1.

11.12.3 Wire Transfer Fees

All commissions and charges imposed in connection with wire transfers shall be borne exclusively by the beneficiary.

12. FEES, CHARGES AND TAXATION

12.1 General Charges

The Client shall be responsible for the payment of all fees, charges, and applicable taxes associated with the maintenance of their account and with any trading activity conducted thereunder. Such fees and charges may include, without limitation:

Inactivity Account Fees **:**An account that records no trading activity or deposits for a continuous period exceeding thirty (30) days shall be classified as inactive and shall incur a handling fee of

100, with the precise fee determined in accordance with the currency of the Client's account. Accounts with a zero balance or equity shall be deemed dormant. Reactivation of an inactive or dormant account requires the Client to contact the Company and provide any identification or documentation reasonably requested.

12.2 Taxation

- Tax Implications of Trading**:** Trading in financial instruments may give rise to tax obligations depending upon the jurisdiction in which the Client is a tax resident. The treatment of such obligations will depend on the Client's personal circumstances. The Company does not provide tax or financial advice, and the Client is encouraged to seek independent professional advice if uncertain about their tax obligations.

- Changes in Tax Law**:** Tax laws and regulations are subject to change. The Company reserves the right to debit the Client's account for any taxes imposed in connection with transactions carried out on their behalf, including, but not limited to, stamp duty, capital gains tax, or any other tax or levy deemed applicable.

- Financial Transaction Tax and Withholding Obligations**:** Certain financial instruments may be subject to specific tax obligations, such as Financial Transaction Taxes or withholding taxes on dividends. Where such taxes apply, the corresponding amounts shall be passed on to the Client by way of a debit to their account.

12.3 Inducements

The Company may pay or receive fees/commissions to/from third parties, such as Affiliates, Introducing Brokers, or referring agents, based on written agreements. These fees are designed to enhance the quality of services provided and do not impair the Company's obligation to act in your best interest.

Details about fees or commissions paid to or received from third parties will be disclosed to you upon request. The Company may also receive fees/commissions from its counterparties based on transaction frequency or volume, which will similarly be disclosed upon request.

13. CFD TRADING TERMS

13.1. Overnight Interest

13.1.1 Daily Financing Charge:

For open Forex and CFD positions held beyond the close of the trading day, a financing charge may apply. Such charge may result in either a credit to, or a debit from, the Client's account, depending on the instrument traded and the nature of the position (long or short).

13.1.2 Calculation and Transparency:

The financing charge is calculated based on a specific formula unique to each instrument. Swap rates are influenced by market factors such as interest rates, liquidity, and volatility. Current rates are displayed on the trading platform, and it is your responsibility to monitor them regularly.

13.1.3 Rate Adjustments Without Prior Notice:

The Company retains the right to adjust the method of calculation, financing rates, and the applicable instruments at any time without prior notice. It is your responsibility to stay informed of these changes via the trading platform.

13.1.4 Position Rollover:

Positions not closed by the end of the trading day will automatically roll over to the next day unless otherwise specified. Rollover adjustments may include credits or debits. On Wednesdays, rollover fees are tripled to account for the weekend.

13.2. Expiry Transactions and Rollover

13.2.1 Instrument Expiry:

CFDs tied to specific base assets, such as futures contracts, may have an expiration date. As this date approaches, the instrument may be replaced with a new one, and pricing adjustments may occur.

13.2.2 Auto-Close on Expiry:

If a transaction remains open past the expiry date, it will automatically close at the last quoted price available on the trading platform.

13.2.3 Responsibility for Monitoring:

Clients are solely responsible for keeping track of expiration dates and taking necessary actions to manage their positions. Relevant information is available on the trading platform.

13.3. Islamic Accounts

13.3.1 Eligibility for Islamic Accounts:

Clients who, for religious reasons, cannot pay or receive interest may request to open an Islamic Account. These accounts are structured to comply with Shariah law and do not include interest payments or charges.

13.3.2 Conditions for Use:

Trades within Islamic Accounts must not remain open for more than 14 days. Abuse of the interest-free feature, such as holding long-term hedged positions or using the account for non-religious purposes, is prohibited.

13.3.3 Company Rights and Adjustments:

The company may impose additional commissions on trades within Islamic Accounts to offset operational costs. Abuse may result in the account being converted back to a standard account, with retroactive adjustments applied.

13.4. Types of Orders

13.4.1 Market Orders:

Executed immediately at the best available market price, market orders are suited for traders who prioritize execution over price.

13.4.2 Limit and Stop Orders:

- Limit Orders: Placed to execute at a specific or better price.
- Stop Orders: Triggered when the market reaches a predefined price level, then executed at the next available price.

Both order types are subject to market conditions and may not be executed at the exact specified price.

13.4.3 Order Restrictions:

Limit orders to buy must be placed below the current market price, while limit orders to sell must be placed above. Stop orders operate in the opposite manner.

13.5. Execution Practices and Slippage

13.5.1 Understanding Slippage:

Slippage occurs when an order is executed at a price different from the one requested due to rapid market movement.

13.5.2 Types of Slippages:

- Positive Slippage: Order is executed at a better price than requested.
- Negative Slippage: Order is executed at a worse price than requested.

13.5.3 Market Conditions:

Slippage is common during periods of high volatility, illiquidity, or major market events. It can affect all order types, including stop-loss and take-profit orders.

13.5.4 Disclaimer:

The company does not guarantee execution at the requested price but ensures that orders are executed at the best available market price at the time of execution.

13.6. General Terms of Use

13.6.1 Platform Changes:

The company reserves the right to add, remove, or modify financial instruments and their terms. Changes may be due to market conditions, corporate actions, or internal assessments.

13.6.2 Client Obligation:

Clients are responsible for regularly monitoring their accounts and staying informed about changes via the trading platform. Essential updates, such as account activity and adjustments, are communicated directly through the platform.

13.6.3 Instrument Removal or Adjustment:

In case of stock transformations (mergers, splits, delistings, etc.), the company may close open positions or adjust contract terms to reflect the market's new conditions.

13.7. Account Maintenance and Status

13.7.1 Maintaining Account Levels:

Certain accounts require maintaining a minimum trading volume or earning trader points monthly to retain account benefits.

13.7.2 Account Upgrades:

Clients may achieve automatic upgrades by meeting the required trading volume or deposit criteria. Details are available in the account menu on the trading platform.

13.8. Corporate Actions and Adjustments

13.8.1 Impact of Corporate Events:

In cases of mergers, stock splits, or other corporate events, the company may adjust the contract terms or close positions to protect the client's and company's interests.

13.8.2 Compensation Adjustments:

Adjustments are made to reflect the economic equivalent of the position prior to the corporate event, ensuring a fair outcome for both parties.

13.8.3 Policy Amendments:

The company reserves the right to update its terms, including trading hours, margin requirements, and contract conditions, with notice to the client.

14. IMPROPER OR ABUSIVE TRADING AND UNAUTHORIZED ACTIVITIES

14.1 Overview

The Company aims to provide efficient trading liquidity through streaming, tradable prices for financial instruments on its platform. However, due to the automated nature of this system, price misquotations may occasionally occur. Clients are prohibited from exploiting such misquotations or engaging in any form of improper or abusive trading activities.

14.2 Unacceptable Trading Practices

Clients must refrain from the following activities, which the Company considers improper or abusive:

1. Price Manipulation: Placing orders based on manipulated prices resulting from system errors or malfunctions.
2. System Arbitrage: Engaging in arbitrage trading to exploit system errors or discrepancies.
3. Fraudulent Transactions: Executing trades involving fraudulent or illegal actions.
4. Coordinated Manipulation: Conducting coordinated transactions with related parties to exploit system errors or delays.

14.3 Unauthorized Activities

Clients are prohibited from using the Company’s products and services for any unauthorized activities, including but not limited to:

- Money laundering.
- Arbitrage or trading on off-market quotes.
- Exploiting price discrepancies between markets.
- Any activity that undermines the integrity of the trading system.

14.4 Company's Rights and Actions

If the Company reasonably believes that a transaction involves unauthorized or abusive activities, it reserves the right to take the following actions:

1. Adjust Payouts: Modify offered payouts for the Client.
2. Restrict Access: Limit access to streaming tradable quotes, providing manual quotations instead.
3. Recover Profits: Retrieve historic profits gained through abusive trading activities.
4. Reject or Cancel Trades: Decline orders or annul completed transactions.
5. Reverse Transactions: Void or reserve any affected trades.
6. Terminate Relationships: End the trading relationship immediately and without notice.

The Company utilizes advanced tools to detect and prevent fraudulent or unlawful access to its online trading platform.

14.5 Prohibited and Unlawful Trading Techniques

Arbitrage and Sniping:

The use of trading strategies to exploit price errors, off-market quotes, or internet delays—commonly known as arbitrage, sniping, or scalping—is strictly prohibited. These techniques are not applicable in an Over-the-Counter (OTC) market where Client's trade directly with the Company as the Principal.

The Company reserves the right to take appropriate actions to prevent the abuse of arbitrage techniques on its platform.

14.6 Market Conditions and Client Responsibility

The Company is not obligated to notify Clients about market condition changes or recommend actions. Clients acknowledge that:

- Speculative Nature: Trading in CFDs is highly speculative and volatile.
- Self-Monitoring: Clients are solely responsible for monitoring their positions and issuing further instructions promptly.
- Independent Oversight: Following the execution of transactions, all subsequent actions and decisions rest with the Client.

15. COMPANY LIABILITY, INDEMNITY, AND EXCLUSIONS

15.1 General Limitation of Liability

The Company, together with its related entities, conducts its business with good faith and due diligence. Notwithstanding the foregoing, the Company shall not be held liable for any act, omission, negligence, deliberate omission, or fraud committed by any person, firm, or entity from whom it receives instructions or through whom it executes orders on behalf of the Client. This exclusion extends equally to acts or omissions committed by the Company itself.

The Company further accepts no liability for any loss of opportunity, financial loss, or diminution in the value of Financial Instruments arising from trading activity.

15.2. Client Responsibility for Losses and Indemnification

If the Company incurs any claims, losses, damages, liabilities, or expenses during the provision of its Services, related operations, or potential disposal of your Financial Instruments, you are solely liable for these losses and are required to indemnify the Company accordingly.

The Company bears no responsibility for damages caused by omissions, negligence, deliberate omissions, or fraud by the banks holding its accounts. Similarly, it shall not be liable for the loss of Financial Instruments or funds when these are held by a third party (e.g., banks) or if actions are taken based on outdated or inaccurate information provided by you.

15.3. Third-Party Risk and Due Diligence

While the Company ensures that banks and institutions holding your funds or Financial Instruments have good standing and reputation, it cannot be held liable for losses caused by:

- Deterioration in the financial status of such institutions
- Liquidation, receivership, or similar events leading to a loss of funds

15.4. Exclusions of Liability

The Company shall not be liable for:

1. System errors, whether originating from the Company or third-party service providers
2. Delays in operations or execution
3. Viruses or security breaches
4. Unauthorized use of its systems or services
5. Acts by Markets, clearing houses, or regulatory bodies

Additionally, the Company is not responsible for errors or delays in order transmission or for inaccurate information received via electronic communication systems.

15.5. Force Majeure and Beyond Reasonable Control

The Company is exempt from liability for non-performance caused by factors beyond its control, including but not limited to:

- System failures, communication breakdowns, or industrial action
- Acts of terrorism or natural disasters
- Regulatory or governmental actions
- Failures by intermediate brokers, custodians, or markets

15.6. Limitations on Liability

Neither the Company nor its directors, officers, employees, or agents shall be liable for losses, damages, or expenses incurred by you, regardless of whether they arise from negligence, breach of contract, or misrepresentation. The Company shall not be liable for any special or consequential damages, including loss of profits, goodwill, or business opportunities, arising under or in connection with this Agreement.

15.7. Client Obligations and Indemnity

You are obligated to:

- Pay any sums required by the Company to cover debit balances in your accounts
- Fully indemnify the Company for losses, liabilities, costs, or expenses (including legal fees, taxes, and levies) arising from:
- Misrepresentations by you
- Breaches of your obligations under this Agreement
- The enforcement of the Company's rights

15.8. Reliance on Agreement

You acknowledge that you have entered this Agreement solely based on its terms and not on any representations not explicitly included. The Company shall not be liable for any non-fraudulent representations not contained within this Agreement.

16. DURATION AND AMENDMENTS OF THE AGREEMENT

16.1 Duration of Agreement

This Agreement shall remain in full force and effect for an indefinite period unless and until it is terminated by either Party, or by mutual agreement.

16.2 Amendments to the Agreement

The Agreement may be amended in the following circumstances:

Unilateral Amendment by the Company:

The Company may amend the Agreement unilaterally if such an amendment is required due to changes in applicable laws, regulations, or binding directives from any regulatory authority that affect the terms of this Agreement. In such cases, the Company will notify you of the amendment via written communication, email, or by posting the change on its main webpage. Your consent is not required for amendments arising from legal or regulatory changes.

Amendments Not Due to Legal Changes:

If the amendment of the Agreement is not necessitated by changes in the legal framework, the Company will notify you of the amendment via its main webpage and/or email. Should you object to the amendment, you may terminate the Agreement by sending a registered letter within seven (7) days of the notification, provided that all pending transactions on your behalf are completed. If you do not raise any objections within the specified period, your continued use of the services will be deemed as acceptance of the amendment.

17. TERMINATION OF THE AGREEMENT

17.1. Client's Right to Terminate

You have the right to terminate this Agreement by providing the Company with no less than seven (7) days' prior written notice, specifying the intended termination date. All open positions must be closed by the termination date. Termination shall be without prejudice to any obligations that have already accrued, including but not limited to outstanding fees, charges, and penalties.

17.2. Company's Right to Terminate

The Company may terminate this Agreement by providing you with 3 (three) days' written notice, specifying the date of termination therein.

17.3. Immediate Termination by the Company

The Company reserves the right to terminate this Agreement immediately, without prior notice, in the following circumstances:

- Death of the Client.
- Bankruptcy or liquidation of the Client, as decided through a meeting or application for such proceedings.
- Termination by a competent authority or regulatory body.
- Violation of any provision of the Agreement, where, in the Company's opinion, the Agreement can no longer be enforced.
- Violation of any applicable law or regulation, including but not limited to exchange control and registration requirements.
- Involvement in fraudulent activities, whether directly or indirectly, that involve the Company.

17.4. Effect of Termination

Termination of this Agreement shall not affect:

- Any rights or obligations that have already arisen.
- Any outstanding commitments or contractual provisions intended to remain in effect post-termination.

17.5. Outstanding Payments Upon Termination

Upon termination, you agree to pay:

- Any outstanding fees owed to the Company.
- Any charges or additional expenses incurred by the Company due to the termination of the Agreement.
- Any damages arising from the arrangement or settlement of pending obligations.

17.6. Breach of Agreement by the Client

In the event of a breach of this Agreement by you, the Company reserves the right to reverse any transactions that may jeopardize its interests or those of its clients, prior to terminating the Agreement.

18. EVENTS OF DEFAULT AND RIGHTS ON DEFAULT

18.1. Definition of Events of Default

The following situations constitute "Events of Default," allowing the Company to exercise its rights as outlined below:

- Failure to comply with any provision of this Agreement, which continues for one Business Day after notice of non-performance is provided.
- Initiation of bankruptcy, insolvency, or liquidation proceedings against you (for natural persons) or your entity (for legal persons).
- Exploitation of delays in pricing, placing Orders at outdated or off-market prices, trading outside operating hours, or engaging in improper trading practices.
- Death or mental incapacity (if you are a natural person).
- False or materially misleading representations or warranties made or deemed to have been made by you under this Agreement.
- Any situation where the Company reasonably determines it necessary to act for its own protection, or an event occurs that materially affects your ability to fulfill obligations under this Agreement.

18.2. Rights of the Company on the Occurrence of Default

Upon the occurrence of an Event of Default, the Company may, at its sole discretion and without prior notice, take any or all of the following actions:

- Pay you the fair market value of your investments instead of returning equivalent assets credited to your account.
- Sell any of your investments held by the Company, its nominees, or appointed third parties, on terms deemed fit by the Company to cover amounts owed by you.
- Close out, replace, or reverse any Transactions or positions as necessary to mitigate losses or liabilities arising from your commitments.
- Treat any outstanding Transactions as repudiated by you, resulting in the cancellation and termination of the Company’s obligations under such Transactions.

19. CONFLICT OF INTEREST

19.1. Under Applicable Regulations, the Company is required to establish arrangements to manage potential or actual conflicts of interest. Conflicts of interest may arise when the interests of the Company, its Affiliates, or other clients compete, interfere, or appear to interfere with your interests under this Agreement.

19.2. The Company will take all reasonable steps to identify, mitigate, and manage such conflicts, including those between:

- The Company and its Affiliate Entities or third parties.
- The Company and you.
- You and other clients of the Company.

19.3. Where conflicts of interest cannot be avoided or mitigated effectively, the Company will:

- Ensure that you are treated fairly and with the highest level of integrity.
- Disclose the general nature and/or sources of the conflict to you to ensure transparency.

19.4. You acknowledge and agree that such circumstances may arise. The Company will take reasonable efforts to ensure that your interests are protected at all times, even when conflicts of interest cannot be entirely eliminated.

20. CONFIDENTIAL INFORMATION AND DATA PROTECTION

20.1. Confidential Information

The Company is under no obligation to disclose information to you or take into consideration any information when making decisions or taking actions on your behalf, unless:

- Explicitly agreed upon in this Agreement.
- Required by relevant laws, regulations, or directives in force.

20.2. Protection of Confidentiality

The Company will not disclose any private or confidential information about current or former clients to third parties without the express written consent of the client, except in cases where:

- Disclosure is required by law.
- Disclosure is necessary to perform identity verification or safeguard client accounts and personal data.

20.3. Retention of Personal Data

The Company will retain your personal data for as long as your account is active or as required by applicable law.

20.4. Data Handling and Privacy

The Company will handle your personal data in compliance with applicable laws and regulations for the protection of personal data. By accepting this Agreement, you confirm that you have read and agreed to the terms of the Company's Privacy Policy, available on its main website.

21. AWARENESS AND ACCEPTANCE OF RISK

21.1. Market Fluctuations and Financial Instrument Value

You acknowledge that due to market conditions and fluctuations, the value of Financial Instruments may increase, decrease, or be reduced to zero. The Company may provide information regarding market conditions; however, you accept and agree that such fluctuations may occur regardless of this information.

21.2. Investment Risk

You are fully aware and acknowledge the significant risks associated with investment activities, including the purchase and/or sale of Financial Instruments through the Company's Trading Platform.

By entering this business relationship, you accept these risks and confirm your willingness to proceed despite the possibility of incurring losses or damages.

21.3. Acceptance of Risk Disclosures

You declare that you have read and unreservedly accepted the following:

1. Past Performance Not Indicative of Future Results

   The previous performance of a Financial Instrument does not guarantee its current or future performance. Historical data should not be regarded as indicative of future returns.

2. Currency Risk

   Financial Instruments traded in currencies other than your country of residence's currency may be subject to exchange rate fluctuations, potentially decreasing their value, price, and performance.

3. Risk of Total Loss and Costs

You accept the risk of losing your invested funds and agree to purchase Financial Instruments only if you are prepared for such an outcome. Additionally, you are responsible for all expenses and commissions incurred during your investment activities.

21.4. Maximum Loss

The maximum loss you may incur is limited to the total amount of funds you have paid to the Company, including any rolling fees for trade transactions.

21.5. Non-Transferable Contracts

Each financial contract purchased through the Company's website constitutes an individual Agreement between you and the Company. These contracts are not transferable, negotiable, or assignable to any third party.

22. REFUND POLICY

22.1. Account Closure by the Client

You have the right to close your account at any time. The Company will approve the closure of your account provided there is no active investigation associated with any violations of the Terms of Service or any other ongoing compliance concerns.

22.2. Suspended Accounts

If your account has been suspended due to a violation of the Terms of Service or other detected abuses, refunds will not be provided under any circumstances.

22.3. Refund Conditions

The Company is not obligated to issue a refund for any losses incurred, regardless of whether the losses were caused by foreseen or unforeseen circumstances.

22.4. Method of Refund

Refunds, if applicable, will be processed using the same payment method you used for your deposit unless alternative arrangements are agreed upon. Refunds will typically be issued for the full amount, subject to prior arrangements or deductions as specified in this Agreement.

22.5. Processing Time

The processing of refund requests may take up to one week.

23. NOTICES

23.1. Communication Requirements

Unless expressly stated otherwise, all notices, instructions, authorizations, requests, or other communications that you are required to provide to the Company under this Agreement must:

- Be in writing.
- Be sent to the Company's mailing address as listed on its official website or any other address specified by the Company for such purposes.

Notices will be effective only when they are actually received by the Company and provided, they comply with all terms of this Agreement.

23.2. Alternative Communication Methods

The Company reserves the right to designate alternative communication methods for interacting with you, which may include electronic communications or other means as specified by the Company.

24. SCHEDULE GLOSSARY

- Account: The personal trading account you hold with the Company, identified by a unique account number.
- Access Codes: The username and password provided by the Company to access its website.
- Agreement: These Terms and Conditions governing the services offered by the Company.
- Balance: The amount of money held in your Account at any given time.
- Business Day: Any day other than Saturday, Sunday, or a public holiday in Comoros Union, or any other holidays announced by the Company.
- Company's Website: The official website of the Company, accessible at adriatrades.com.
- CFD (Contract for Difference): A financial agreement to exchange the difference in value of an underlying asset (e.g., currency, commodity, or cryptocurrency) from the time the contract opens to when it closes.
- Execution: The process of carrying out client orders on the Company's trading platform.
- Financial Markets: Global markets where exchange rates of financial instruments are determined.
- Financial Instruments: The various financial products offered by the Company, including securities, derivatives, and contracts for differences (CFDs).

- MTF (Multilateral Trading Facility): A trading system that facilitates the exchange of financial instruments between multiple parties.
- Operating (Trading) Time: The Company's designated trading hours during the business week. These times may change with notice.
- Order: A client's instruction to the Company to open or close a position in their Account.
- Services: The investment and related services provided by the Company as outlined in the Agreement.
- Transaction: Any activity within your Account, such as deposits, withdrawals, or trades.

Additional Notes:

- Words in singular also apply to plural, and vice versa.
- References to "Paragraphs," "Sections," or "Appendices" relate to specific parts of the Agreement.
- Gendered terms include all genders.
- Legal references apply to current laws, including amendments or replacements.
- Section headings are for convenience and do not affect interpretation.