



GTC Global Trade Capital Co. Ltd

CLIENT AGREEMENT

This Client Agreement (“**Agreement**”) is made between:

GTC Global Trade Capital Co. Limited, a company duly incorporated and existing under the laws of Vanuatu, holding Company License Number **40354**, with its registered address at **1/Floor, B&P House, Kumul Highway, Port Vila, Vanuatu** (hereinafter referred to as the “**Company**”, “**GTC**”, “**we**”, “**us**”, or “**our**”),

and

The individual or legal entity who completes the account registration process and is approved by the Company (hereinafter referred to as the “**Client**”, “**you**”, or “**your**”).

By opening, maintaining, or using any trading account with the Company, you acknowledge that you have read, understood, and agreed to be bound by this Agreement (as amended from time to time), together with the policies and disclosures referenced herein and published on our website.

1. DEFINITIONS AND INTERPRETATION

1.1 Account means the trading account opened by the Client with the Company.

1.2 Affiliate / Associate means any entity controlling, controlled by, or under common control with the Company, and any director, officer, employee, agent, contractor, or representative of the Company.

1.3 Applicable Laws means all applicable laws, regulations, directives, rules, and requirements (including AML/CTF obligations) relevant to the services under this Agreement.

1.4 CFD means a contract for difference and includes CFDs on indices, metals, cryptocurrencies, energies, commodities and other instruments offered by the Company.

1.5 FX Contract / Margin FX Contract means a foreign exchange contract offered by the Company, including leveraged transactions.

1.6 FX Option Contract means any option on foreign exchange offered by the Company (if applicable).

1.7 Institutional Client means a professional, corporate, or sophisticated client (including a trust, fund, partnership, or other legal entity) approved as such by the Company.

1.8 IB / Introducing Broker means a person or entity approved by the Company to introduce prospective clients to the Company, whether on a referral-only basis or a commission-based basis.

1.9 Order means any instruction to open, modify, or close a position or to place any other trading instruction via the Trading Platform or otherwise.

1.10 **Retail Client** means an individual (or any client type designated by the Company as retail) who is not approved as an Institutional Client.

1.11 **Trading Platform** means any electronic system, web interface, mobile app, or software provided by the Company for placing Orders.

1.12 **Transaction / Trade** means any dealing in Forex, CFDs, commodities or other products offered by the Company.

1.13 Headings are for convenience only and do not affect interpretation. References to “including” are not limiting.

2. SCOPE OF AGREEMENT AND CLIENT CLASSIFICATION

2.1 This Agreement governs the relationship between the Company and the Client concerning all trading, non-trading, and ancillary services provided by the Company.

2.2 This Agreement applies to Retail Clients, Institutional Clients, and Introducing Brokers (IBs), unless otherwise agreed in writing under a separate agreement.

2.3 The Company may classify or reclassify you as Retail or Institutional based on information you provide, your experience, and other factors. Certain protections may apply differently depending on classification.

2.4 This Agreement should be read together with the Company’s Terms and Conditions, Risk Disclosure, Privacy Policy, and any product-specific disclosures on our website (all as amended from time to time).

3. ACCOUNT OPENING, KYC/AML AND ELIGIBILITY

3.1 You confirm that you are at least 18 years old (or the age of majority in your jurisdiction), have legal capacity, and that the information you provide is true, complete, and not misleading.

3.2 We may request identity, address, source of funds/wealth and other documents to satisfy KYC/AML requirements. We may suspend, restrict, or close an Account if required documentation is not provided or cannot be verified.

3.3 You must keep your registration details up to date and promptly notify us of changes.

4. SERVICES, PRODUCTS AND EXECUTION MODEL (STP)

4.1 The Company provides execution-only brokerage services on a Straight Through Processing (STP) basis.

4.2 The Company offers trading in Forex, CFDs (including indices, metals, cryptocurrencies, energies), commodities, and other instruments as made available on the Trading Platform.

4.3 We do not provide investment advice, discretionary portfolio management, or fiduciary services unless expressly agreed in writing.

4.4 Any analysis, commentary, education, or market information we provide is for general information only and does not constitute advice or a recommendation.

5. INTRODUCING BROKERS (IBs) REFERRAL-ONLY VS COMMISSION-BASED

5.1 IB role and no authority: An IB introduces prospective clients to the Company. Unless expressly authorised in writing, an IB has no authority to bind the Company, to accept client money, to provide advice on behalf of the Company, or to represent that it can do so.

5.2 Referral-only IB: A referral-only IB may introduce prospective clients and may receive non-monetary benefits or marketing support, or monetary compensation where permitted by Applicable Laws and Company policy. A referral-only IB must not solicit orders, manage accounts, execute trades, or handle client funds.

5.3 Commission-based IB: A commission-based IB may receive commissions (including rebates/spread-share/CPA/volume-based compensation) determined by the Company and communicated via the IB portal, schedule, or separate written arrangement. Commission terms may include eligibility criteria, tiering, minimum activity, and applicable deductions.

5.4 Marketing and conduct requirements: IBs must: comply with Applicable Laws and any Company marketing/branding rules; avoid misleading, unfair, or unsubstantiated claims (including profit guarantees); not use spam, deception, or unauthorised advertising; ensure any promotions are approved where required by the Company; maintain accurate records of communications where required.

5.5 Client relationship and responsibility. All introduced clients will contract directly with the Company under this Agreement. The Company may accept or reject any client application at its sole discretion.

5.6 Clawback and adjustments. We may withhold, reverse, or claw back IB commissions where: (i) a client engages in fraud, abuse, or prohibited trading; (ii) deposits are reversed/charged back; (iii) KYC/AML fails; (iv) accounts are closed for breach; or (v) commissions were paid in error.

5.7 IB termination. We may suspend or terminate IB status at any time, including for compliance reasons, misconduct, or breach. Upon termination, unpaid commissions may be withheld pending investigation and reconciliation.

6. CLIENT OBLIGATIONS

6.1 You must maintain sufficient margin, monitor your Account and positions, and ensure that Orders placed in your Account are authorised.

6.2 You are solely responsible for all trading decisions and outcomes.

6.3 You must not use the Trading Platform for unlawful purposes, market abuse, manipulation, insider trading, or any activity prohibited under Applicable Laws.

6A. PROHIBITED TRADING PRACTICES AND ABUSE

6A.1 **Prohibited trading practices** include, without limitation:

- a. arbitrage, latency arbitrage, or exploitation of price delays, errors, or system vulnerabilities;
- b. abusive trading strategies intended to manipulate pricing, execution, spreads, swaps, or platform performance;
- c. use of expert advisors (EAs), algorithms, or software designed to exploit technical weaknesses rather than genuine market movements;
- d. quote stuffing, spoofing, layering, wash trading, or any form of market manipulation or abuse;
- e. insider trading or use of non-public, price-sensitive information;
- f. hedging or offsetting trades between related or controlled accounts for the purpose of risk-free profit or bonus/commission abuse;
- g. bonus abuse, rebate abuse, commission abuse, or any activity designed to generate artificial trading volume;
- h. account sharing, impersonation, identity misrepresentation, or use of third parties to circumvent controls;
- i. use of the services in breach of sanctions, AML/CTF requirements, or Applicable Laws.

6A.2 We may, at our sole discretion, determine whether trading activity constitutes prohibited trading or abuse based on patterns, behaviour, and market conditions.

6A.3 Where prohibited trading or abuse is suspected or identified, we may (without limitation): suspend or restrict Accounts; void, adjust or reverse trades; withhold or claw back profits, bonuses or commissions; terminate this Agreement; and/or take any other action permitted under this Agreement or Applicable Laws.

7. RISK DISCLOSURE AND NEGATIVE BALANCE PROTECTION

7.1 Trading Forex, CFDs and leveraged products involves significant risk and may not be suitable for all investors.

7.2 **Negative Balance Protection (Retail Clients):** The Company provides Negative Balance Protection for Retail Clients, meaning you will not lose more than the total funds deposited in your Account. This does not prevent losses up to your deposited funds and does not eliminate the risk of rapid losses.

7.3 You confirm that you have read and understood the Company's Risk Disclosure available on the website.

8. ORDERS, PRICING AND EXECUTION

8.1 We will use reasonable efforts to execute Orders. Execution may be affected by market conditions, liquidity, volatility, and technical factors.

8.2 You accept that slippage, gaps, requotes, partial fills, and execution delays may occur and that prices may differ from those displayed at the time of placing an Order.

8.3 You are responsible for keeping your platform access credentials secure and for all activity in your Account.

9. MARGIN, LEVERAGE AND STOP-OUT

9.1 Margin and leverage requirements may vary by product, account type, and market conditions and may be changed without prior notice.

9.2 If your margin level falls below required thresholds, we may (without prior notice) close some or all open positions.

10. FEES, COMMISSIONS, SWAPS AND OTHER CHARGES

10.1 You agree to pay all spreads, commissions, swaps/financing, platform fees, data fees, and any other charges applicable to your Account.

10.2 Charges may be amended from time to time and published on the website and/or Trading Platform.

11. DEPOSITS, WITHDRAWALS AND PAYMENT TERMS

11.1 Deposit and withdrawal methods and conditions are set out in the Company's Terms and Conditions and Payment Policies published on the website.

11.2 Withdrawals are subject to verification, AML/CTF checks, and any other compliance requirements.

12. LEGAL AND REGULATORY REQUIREMENTS

12.1 **Our actions to comply with the law:** Despite any other provision of this Agreement, in providing the services, we may take any action we consider necessary (in our absolute discretion) to ensure compliance with Applicable Laws. You indemnify us against all liability including any claim, loss, expense or cost incurred as a result of our actions under this clause.

12.2 **You agree to comply with the law:** You agree strictly to comply with Applicable Laws. If we reasonably consider you have not complied, we may terminate this Agreement immediately without notice.

13. APPLICATION OF ACCOUNT FUNDS

13.1 **Our rights to apply account funds:** We may at any time without prior notice to you, in order to discharge your obligations (actual or contingent) under this Agreement:

- a. apply all or part of any currency held by us in your Account and any currency held by us for the purpose of your dealings in such order or manner as we think fit, whether the liabilities are actual or contingent, primary or collateral, joint or several;
- b. combine or consolidate all or any of your Accounts with us; and
- c. convert at a commercial rate currency held by us in your Account into a currency or currencies in which payments are due from you to us, without us being responsible to you for any loss resulting from such conversion.

14. CEASING TO OFFER TO TRADE IN CERTAIN PRODUCTS

14.1 **Our right to cease to trade:** We may at any time by written notice to you cease to offer trading in any margin FX contract, FX option contract or CFD, specifying a date on which we will cease to offer trading in the particular product, such date being at least seven (7) days after the notice is sent.

14.2 You agree to close out all open positions in relation to the relevant product by the date specified in the notice. We will close out any remaining open positions on the specified date with effect from the close of trading on the day.

14.3 If we exercise our right to close out remaining positions, we will close out those open positions at the closing price for the contract except where your open positions are outside the normal trading size, in which case we will close those positions at a reasonable price determined by us in accordance with market practice, but at our absolute discretion.

15. LIMITATION OF LIABILITY

15.1 **Reasonably foreseeable losses:** Subject to our limits on liability, we are each only responsible for losses that are reasonably foreseeable consequences of breaches of this Agreement at the time the Agreement is entered into.

15.2 **Indirect losses:** We are not responsible for indirect losses which occur as a side effect of the main loss and damage and which are not reasonably foreseeable by you and us. We are not liable to you for losses which you incur (even if communicated to us) due to special circumstances.

15.3 **Loss of profit:** We are not liable to you for any loss of profit, business, opportunity, or goodwill.

15.4 Nothing in this Agreement limits or excludes liability to the extent such limitation or exclusion is prohibited by Applicable Laws.

16. YOU AGREE TO INDEMNIFY US

16.1 You agree to indemnify and hold harmless the Company, its employees, representatives, and affiliates from any claims, liabilities, damages, costs, or expenses.

16.2 In particular, you agree continuously to indemnify us against all losses (including consequential losses), taxes, expenses, damages, charges, receipts, demands and expenses of any nature and on any account and liabilities present, future, contingent or otherwise including legal fees on a full indemnity basis which may be suffered or incurred or brought against us in connection with or caused by:

- a. your breach of this Agreement;
- b. us entering into any margin FX contract, FX option contract or CFD;
- c. us taking any action under this Agreement; and
- d. any representation or warranty given by you being incorrect, misleading or untrue, or any error in any order or instruction which is, or appears to be, from an authorised person,

unless and to the extent only such loss is suffered or incurred as a result of our gross negligence or wilful default.

17. YOU AUTHORISE US TO DEAL WITH YOUR ACCOUNT

17.1 To the extent permitted by law, you irrevocably and unconditionally authorise us and/or any associate of ours to:

- a. withdraw, deduct or apply any amounts payable by you to us and/or any associate under this Agreement from your monies held by us (including any segregated trust account arrangements, where applicable), including (without limitation) payments for margining, adjusting or settling dealings in margin FX contracts, FX option contracts or CFDs entered into by you, or payment of interest or charges to us; and you acknowledge that such amounts may be used by us in our business including for payment to counterparties;
- b. pay, withdraw, deduct, or apply any amounts from monies held by us as permitted by applicable client money rules (where applicable), acknowledging that amounts belonging to us may be used by us in our business including for payment to counterparties;
- c. deal with any property (other than money) given to us in accordance with this Agreement including: (i) dealing with such property in connection with margining/adjusting/settling derivatives; or (ii) selling or charging such property following an event of default;
- d. use monies for payment of amounts to counterparties with whom we enter into derivatives to hedge our exposure to you or other clients; and
- e. deal with such monies in any other way as permitted by you in writing.

17.2 Retail client and sophisticated client money are not used in connection with margining, guaranteeing, securing, transferring, adjusting or settling dealings in derivatives by the Company or on behalf of people other than the client, to the extent required by Applicable Laws.

18. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

18.1 You undertake, warrant and represent to us (and such undertakings, warranties and representations are repeated each time you provide instructions) that:

- a. **Legal disability:** you are not under any legal disability and are not subject to any law preventing you from entering this Agreement or any Transaction;
- b. **Corporate authorisation:** if you are a company, you have obtained all necessary corporate/constitutional authorities;
- c. **Consents:** you have obtained all necessary consents and authority to enter into this Agreement;
- d. **Compliance with laws:** you are complying with all Applicable Laws;
- e. **Able to pay debts:** you are able to pay your debts as they fall due and are not insolvent;
- f. **No liquidator etc:** no liquidator, receiver, administrator or similar officer has been appointed and no application has been made for such appointment;
- g. **Information accurate:** information provided by you is complete, accurate and not misleading in any material respect;
- h. **Transactions:** you will not conduct transactions that contravene laws including insider trading, market manipulation or market abuse;
- i. **Suitability:** you understand the high risks and have obtained (or had the opportunity to obtain) relevant tax, legal and professional advice;
- j. **Risk Disclosure:** you have read and understood the Risk Disclosure and have considered your own financial situation, objectives and needs;
- k. **Non-infringement:** performing this Agreement will not infringe any other agreement you are party to;
- l. **No advice:** you acknowledge we do not provide legal, tax, accounting or personal financial advice;
- m. **Acting as principal:** you acknowledge we will be acting as principal in our relationship with you;
- n. **Extent of authority:** we are not required to act on your instructions if, in our opinion, doing so would or could constitute a breach of Applicable Laws by us or any counterparty.

19. TRUSTEE OF A TRUST

19.1 If you are the trustee of a trust, settlement or fund, you further undertake, warrant and represent that:

- a. you enter into this Agreement in your personal capacity and as trustee;
- b. you are validly appointed as trustee and have full authority under the trust deed;
- c. the trust was validly created and is in existence;
- d. you have a right of indemnity against trust assets and no breach of trust prevents enforcement;
- e. no proceedings threaten the legality or validity of your authority or this Agreement;
- f. you will notify us immediately if you cease to be trustee or the trust ceases;
- g. you will not make distributions that leave insufficient trust assets to meet liabilities under this Agreement.

20. NOTIFICATION OF CHANGES

20.1 You must promptly notify us of any change to details supplied in your application and any material change in circumstances which may affect the basis upon which we do business with you.

21. FORCE MAJEURE

21.1 **Force majeure event:** We may determine that an emergency or exceptional market condition exists (a “force majeure event”), including but not limited to inability to maintain an orderly market due to circumstances beyond our control (e.g., strike, riot, civil unrest, failure of power supply or communications), suspension/closure of a market, imposition of special terms, excessive volatility or loss of liquidity, or where we anticipate such events.

21.2 **Actions we may take.** If we determine a force majeure event exists, we may (without prejudice to other rights and at our sole discretion):

- a. alter normal trading times;
- b. alter margin percentage;
- c. amend or vary this Agreement or any transaction insofar as impractical/impossible to comply;
- d. close any or all open positions, cancel instructions and orders;

e. take or omit any other actions reasonably appropriate.

21.3 Notification: To the extent practicable, we will take reasonable steps to notify you of action we propose to take.

21.4 Liability: We will not be liable for any failure, hindrance or delay in performing obligations due to a force majeure event, or for actions/omissions in accordance with this Agreement.

21.5 Close open positions: If we cannot (after reasonable efforts) hedge, unwind, or dispose of underlying instruments necessary to manage risk from an open position, we may close that open position at the contract price.

22. TERMINATION

22.1 Our right to terminate: We may terminate this Agreement and close your Account at any time for any reason. This right is in addition to any other rights to terminate this Agreement or close your Account that we may have under this Agreement.

22.2 Your right to terminate: You may terminate this Agreement or close your Account at any time by giving us written notice. Your Account will be closed as soon as reasonably practicable after we have received notice, all open positions are closed or Orders cancelled, and all of your obligations are discharged.

22.3 Reservation of rights: If you or we provide notice to close your Account or terminate this Agreement, we reserve the right to refuse to allow you to enter into any further trades or Orders which may lead to you holding further open positions.

22.4 Survival of obligations: Termination of this Agreement will not release either party from obligations or liabilities accrued prior to termination.

23. DISPUTE RESOLUTION

23.1 Informing us about disputes: You should inform us immediately in writing of any dispute or difference whatsoever in connection with this Agreement. We will endeavour to investigate and resolve disputes in accordance with our internal complaints handling system.

23.2 How disputes are dealt with. You may submit a complaint by letter, telephone, email, or in person. We will acknowledge receipt and provide details of our complaint procedures.

23.3 Legal proceedings. This clause is for our benefit only and does not prevent us from commencing proceedings against you in any relevant jurisdiction, including the courts of Vanuatu.

23.4 Internal complaints handling policy. You may request a copy of the Company's internal dispute resolution (IDR) policy by requesting it in writing.

24. ILLEGALITY

24.1 If any provision of this Agreement becomes illegal, invalid or unenforceable under the law of any jurisdiction, the remaining provisions remain in full force to the extent permitted by law.

25. ASSIGNMENT AND DELEGATION

25.1 You may not assign any rights or delegate any obligations under this Agreement without our prior written consent.

25.2 We may assign our rights or delegate obligations under this Agreement to any person by giving not less than seven (7) business days' notice to you.

25.3 If you are in default, we may assign with immediate effect all or any of our rights in respect of monies owing to us, together with any security or remedies.

25.4 We may disclose to any actual or potential delegate or assignee information relating to you and your relationship with us as we see fit.

26. RIGHTS AND REMEDIES

26.1 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

27. RIGHTS OF THIRD PARTIES

27.1 Nothing in this Agreement is intended to confer on any person other than us or you any right to enforce any term of this Agreement.

28. DELAY, OMISSION AND WAIVER

28.1 No delay or omission in exercising any right, power or remedy will impair or prevent further exercise of that right, power or remedy or operate as a waiver.

28.2 No waiver of any breach will be construed as a waiver of a future breach of the same term unless expressly agreed in writing.

29. PRIVACY AND DATA PROTECTION

29.1 The Company processes personal data in accordance with its Privacy Policy published on the website.

29.2 By accepting this Agreement, you consent to collection, use, storage, and transfer of personal data as described in the Privacy Policy.

30. NOTICES

30.1 Any notice or other communication given or made under or in connection with this Agreement (except where oral communication is expressly provided for) will be in writing and sent to:

a. Company: GTC Global Trade Capital Co. Limited — Email: support@gtcfx.com

b. You: the address, phone number and email address provided by you for this purpose.

31. GOVERNING LAW AND JURISDICTION

31.1 This Agreement shall be governed by and construed in accordance with the laws of Vanuatu.

31.2 The parties submit to the exclusive jurisdiction of the courts of Vanuatu, subject to any rights we may have to commence proceedings in any other relevant jurisdiction as set out in this Agreement.

32. CLIENT ACKNOWLEDGEMENT AND ELECTRONIC ACCEPTANCE

32.1 By ticking the acceptance box during the online registration process, clicking “I Agree”, or otherwise electronically accepting this Agreement, you acknowledge and confirm that:

- a. you have read, understood, and agree to be legally bound by this Client Agreement, the Terms and Conditions, Risk Disclosure, Privacy Policy, and any other policies referenced on the Company's website;
- b. you understand the nature, features, and risks of trading Forex, CFDs, and other leveraged products, including the risk of losing all deposited funds;
- c. you are acting on your own behalf (or with proper authority where acting for a legal entity or trust);
- d. you consent to electronic communications and electronic execution of this Agreement; and
- e. this electronic acceptance has the same legal effect as a handwritten signature.

32.2 This Agreement becomes effective immediately upon electronic acceptance.

By registering an Account and using the Company's services, you confirm acceptance of this Agreement.