NEOMAAA

Client Agreement

The Anjouan Offshore Finance Authority of the Union of Comoros with an Investment Dealer license 15968, having its registered office at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros.

Neomaaa.com | Support@neomaaa.com

Client Agreement

Version v.1.0 — 1 March 2026

Neomaaa Ltd
Registered as International Business Company No. 15968
Licensed under International Brokerage License Number L15968/N
Licensed and authorized by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros
Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros

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1. Subject of Agreement

1.1. This Agreement sets forth the terms and conditions of the Company's services provision.

The Company is Neomaaa Ltd, trading as NEOMAAA, licensed and authorized by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros of the Union of Comoros with an International Brokerage License Number L15968/N, having its registered office at Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros.

The Company provides the following services to the Customer: performing operations in financial markets, performing transactions with financial instruments either presenting or not presenting on the organized market. This Agreement also sets forth the order of payments between the Parties, in connection with the aforementioned services provision. Accepting this Agreement the Client guarantees the following:

1.1.1. In case the Client is a natural person, he/she is of legal age. In case the Client is a legal entity, the entity is duly incorporated and capable, and no one except the Client has any rights of demand or obligation in respect to the transactions performed in the Client's trading account.

1.1.2. All the transactions on the Client's trading account are performed in compliance with this Agreement.

1.1.3. In case of any change or modification of personal data or expiration of personal identification documents, the Client is obliged within 3 business days to inform the Company of such changes/expiration. The notification must be sent by email to support@neomaaa.com from the email the Client submitted during his/her account registration. The Company has the right to request other verification documents in order to verify the Client and comply with applicable know-your-client regulations. Any delay or failure to comply with this clause shall amount to breach of this Agreement by the Client and can lead to closure of the Client's account(s).

In case the Client is a natural person, he/she submits the registration form personally. If a legal entity, the form is submitted by the duly authorized representative.

1.1.4. Terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Terms & Conditions and the Glossary therein. In the event of any conflict between this Agreement and the Terms & Conditions, the Terms & Conditions shall prevail unless this Agreement expressly states otherwise.

Client's Representation

1.2.1. The Client represents and warrants that he/she is free to enter into this Agreement, to perform each of the terms and covenants contained herein and that he/she is not restricted or prohibited, contractually or otherwise, from entering into or performing under this Agreement.

1.2.2. The Client understands and expressly agrees that the Company shall exercise its right to monitor activity of the Client and verify consistency of Client's behavior and trading activities on the Company's platform.

1.2.3. The Client further represents that he/she has complete understanding of and is agreeing with all terms and conditions of this Agreement.

1.2.4. The Client represents and warrants that he/she is not a resident or citizen of a jurisdiction where the Company's services are restricted, is not subject to any international sanctions imposed by the United Nations, European Union, United States (OFAC), or any other relevant authority, and is not a Politically Exposed Person (PEP) unless duly disclosed to the Company.

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2. Company's Services

2.1. The term "Company's services" refers to any interactive services or software provided by the Company, which allow the Client to:

2.1.1. Connect to the Company or authorized third party, receive information and/or quotes from the Company or authorized third party;

2.1.2. Perform transactions on financial markets through the Company by means of MetaTrader 5 software, including electronic data transmission between the Client's PC (or any similar device) connected to the Internet and the Company's authorized network;

2.2. Accepting this Agreement the Client confirms he/she has read the communication rules and agrees that he/she is only able to perform orders by means of trading terminal and the Company's live chat only.

2.3. Company's services include MetaTrader 5 software pack, technical analysis means and any third parties' services offered along with the Company's services.

2.4. The Client confirms that the Company may modify, add, rename or leave unmodified the Company's services offered in compliance with this Agreement without prior notification.

2.5. The Company operates as an OTC derivatives broker and execution venue and provides execution services only. The Company is not a regulated exchange, investment advisor, or portfolio manager. The Company does not provide asset management, investment recommendations, or fiduciary services. All services are provided on an execution-only basis. The Client acknowledges that the Company may act as principal and counterparty to the Client's trades. In such capacity, the Company's interests may conflict with the Client's interests. Full details of the Company's execution model are set out in the Order Execution Policy, which the Client is required to read and understand before trading.

2.5A. The Company derives its prices from one or more external liquidity sources but reserves the right to apply its own spread, markup, and pricing adjustments. The quotes provided by the Company may differ from prices available on external exchanges or other trading venues. The Company's quotes are the sole basis for all trading operations conducted on the Company's platform.

2.6. The Company is not liable to (unless set forth in this Agreement):

2.6.1. Track any Client's trading operation status and inform the Client about it;

2.6.2. Close any Client's open position;

2.6.3. Attempt to execute any Client's order by different quotes than the quotes offered in MetaTrader 5 trading platform.

2.7. Company's services do not include providing recommendations or information capable of engaging the Client to perform any transactions. In exceptional cases the Company reserves a right to provide information, recommendations or advice to the Client, however, in these cases the Company will not be responsible for any consequences of such recommendations and advice.

2.8. The Company is not a tax agent and acts under the legislation of the Union of Comoros. The Parties comply with their tax and/or any other obligations independently and on their own.

2.9. The Company reserves a right to decline the Client and offer him/her to withdraw the deposit in case his/her activity or interaction with the Company is deemed inappropriate and/or incorrect.

2.10. No actual supply of the currency or base asset of a CFD is made within a trading operation. All the profits and losses are deposited/deducted from the Client's trading account balance immediately after the position closure.

2.11. The Company is not obligated to provide liquidity, quotes, or execution at all times. The Company may withdraw liquidity, widen spreads to any level, or cease offering execution on any

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or all instruments without prior notice, including during periods of market stress, low liquidity, system maintenance, or force majeure events.

2.12. The Company reserves the right to change spreads, leverage, margin requirements, commission rates, swap rates, execution rules, available instruments, trading hours, and any other trading condition at any time, with or without prior notice. Such changes may apply to existing open positions.

2.13. No Best Execution Guarantee. The Company does not guarantee best execution, best price, or most favorable terms for any Client Transaction. While the Company will endeavor to execute orders promptly, the Company makes no representation or warranty that the execution price, speed, or quality achieved will be equal to or better than prices available elsewhere. The Client acknowledges that execution quality may vary based on market conditions, liquidity, instrument type, order size, and other factors.

2.14. Final Authority. All determinations, decisions, calculations, and interpretations made by the Company in connection with this Agreement, including but not limited to pricing, execution, trade adjustments, profit cancellation, account suspension, and account termination, shall be made in accordance with the Company's internal procedures and applicable regulations. The Client agrees not to challenge or dispute any such determination except through the Company's internal complaints procedure or binding arbitration as provided in this Agreement.

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2A. Execution Environment and Risk Disclosure

The Client must read, understand, and accept the following provisions regarding the Company's execution environment before opening an account or placing any Transaction. These provisions form a material part of this Agreement.

2A.1. Synthetic Liquidity and Internal Execution

2A.1.1. The Company operates as an over-the-counter (OTC) derivatives broker and execution venue, providing execution services to Clients through its proprietary trading infrastructure. Client transactions may be executed using liquidity sourced from external liquidity providers, liquidity aggregation systems, internal liquidity pools, or a combination thereof. All Client transactions are real OTC derivative contracts between the Client and the Company.

2A.1.2. The Client further acknowledges that:

a) The Company is not obligated to transmit any Client orders to external liquidity providers, exchanges, or execution venues;
b) The Company may act as sole counterparty to any and all Client transactions;
c) Prices, liquidity, and execution may be sourced from external liquidity providers, market data feeds, proprietary pricing engines, liquidity aggregation systems, or a combination thereof at the Company's sole discretion.

2A.1.3. The Client expressly consents to this execution model and waives any right to claim that orders were not transmitted to external markets, that the Company was obligated to route orders externally, or that the Company was acting as agent or fiduciary on the Client's behalf.

2A.2. Price Formation and Proprietary Pricing

2A.2.1. All prices, quotes, spreads, and liquidity displayed on the Company's platform are determined at the Company's sole discretion.

2A.2.2. Such prices may be derived from:

a) External liquidity providers;
b) Internal pricing engines;
c) Proprietary pricing engines and liquidity aggregation systems;
d) Or any combination thereof.

2A.2.3. The Client acknowledges that prices may differ from those available elsewhere and agrees that the Company's prices apply for all purposes.

2A.3. No Obligation to Hedge

2A.3.1. The Company is under no obligation to hedge, offset, or otherwise manage its exposure resulting from Client trading activity.

2A.3.2. The Company may choose, at its sole discretion, whether to hedge, partially hedge, or fully internalize Client exposure. The Company's risk management decisions are proprietary and confidential.

2A.4. Trade Validity and Profit Cancellation

2A.4.1. The Company reserves the right to cancel, void, reverse, adjust, or reverse any trade or trading result, including profits, gains, and balances, if the Company determines that such result was obtained through:

a) Pricing errors or off-market quotes;

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b) Latency exploitation or price feed arbitrage;
c) System delays or technical anomalies;
d) Any form of arbitrage (including cross-broker, triangular, or statistical);
e) Abusive trading patterns or execution infrastructure exploitation;
f) Or any trading condition deemed irregular by the Company.

2A.4.2. The Company's determination regarding trade validity shall be made in accordance with the Company's internal procedures and applicable regulations.

2A.5. Platform Environment

2A.5.1. The Client acknowledges that the trading platform represents a technological trading environment and not a direct-access exchange. Execution, pricing, and liquidity are provided by the Company and may not reflect actual external market conditions.

2A.5.2. The Client agrees that the trading environment provided by the Company is independent from external markets, and the Company is not obligated to replicate external market conditions, liquidity, or pricing.

2A.6. Right to Refuse Execution

2A.6.1. The Company reserves the right to refuse, reject, delay, or cancel any order at its sole discretion, without providing explanation or prior notice. The Company shall not be liable for any losses arising from the exercise of this right.

2A.7. Execution Environment

2A.7.1. The Client acknowledges that Client funds are held in accounts separate from the Company's operational accounts in accordance with the Company's internal fund management procedures. The Client acknowledges that the regulatory framework of the Union of Comoros does not mandate statutory fund segregation equivalent to MiFID II or similar regulatory standards. In the event of the Company's insolvency, Client funds may not be afforded the same protections as under regulated fund segregation regimes. The Client acknowledges that the Company operates a proprietary execution environment and may act as principal or agent in the execution of Client orders for all Client transactions. The Client expressly agrees to such internal execution management and waives any claim arising from the Company's decision to internalize.

2A.7.2. The Company reserves the right to manage its risk exposure using internal risk management systems, which may include various execution and hedging methodologies of Client positions, selective hedging, or any other risk management technique at the Company's sole discretion.

2A.8. Execution Latency and Technical Conditions

2A.8.1. The Company shall not be liable for execution delays, price slippage, requotes, or execution anomalies resulting from technical, network, liquidity, or internal system conditions.

2A.8.2. The Client expressly waives any expectation that transactions will be executed at prices available on external markets and acknowledges that execution prices may differ from displayed prices due to latency, market movement, or liquidity conditions.

2A.9. Final Authority

2A.9.1. All determinations made by the Company regarding pricing, execution, trade validity, account activity, trading conditions, account suspension, and account termination shall be made in accordance with the Company's internal procedures and applicable regulations.

2A.9.2. The Client waives any right to dispute such determinations except through the Company's internal complaints procedure or binding arbitration as provided in Section 10 of this Agreement, and only in cases of proven fraud or willful misconduct by the Company. The Client waives any right to dispute execution outcomes based on external price comparisons, third-party data sources, or alternative execution venues.

2A.10. Nature of Services

2A.10.1. The Company operates as an OTC derivatives broker and execution venue. The Company provides brokerage and execution services in OTC derivative markets, offering Clients access to financial instruments including Forex, CFDs, metals, indices, commodities, and cryptocurrencies. The Company provides trading infrastructure, execution technology, and liquidity access to enable Clients to trade OTC derivative instruments. The services do not constitute an investment service within the meaning of any securities regulation and trading through the Company's platform is not equivalent to trading on a regulated exchange.

2A.11. OTC Derivative Instruments

2A.11.1. All instruments offered by the Company are over-the-counter (OTC) derivative contracts, including but not limited to Contracts for Difference (CFDs), and are settled in cash only. These instruments may not correspond to, or be directly derived from, any specific real underlying asset, exchange-traded instrument, or physical commodity. The Client acknowledges that the value of OTC derivative instruments is determined by the Company based on reference prices sourced from external liquidity providers and proprietary pricing engines. The Client acknowledges that transactions do not grant ownership of any underlying asset and are purely contractual agreements between the Client and the Company.

2A.12. Conflict of Interest Acknowledgment

2A.12.1. The Client acknowledges that the Company acts as principal and counterparty in Client transactions, as is standard practice in OTC derivative markets. This execution model creates a potential conflict of interest between the Company and the Client, as the Company's financial outcome on any transaction may be inversely correlated with the Client's outcome. This execution model enables the Company to provide continuous liquidity, execution stability, and consistent trading conditions. The Client accepts this potential conflict as a standard feature of OTC derivative trading and acknowledges the existence of such conflicts and retains the right to raise concerns through the Company's complaint handling procedure.

2A.13. Retroactive Trade Adjustment

2A.13.1. The Company reserves the right to adjust, cancel, void, or reverse any trade or trading result at any time, including after the Client has withdrawn funds from the account. Where the Company exercises this right after withdrawal, the Client shall be liable to repay any amounts received in excess of the adjusted balance. The Company may deduct such amounts from any other account held by the Client or pursue recovery through all available legal means. The Company shall exercise this right within ninety (90) business days of the relevant trade execution. Any adjustment, cancellation, or reversal of Client trades or profits under this clause shall be accompanied by a written notice to the Client specifying: (i) the specific trades affected; (ii) the specific clause of the Client Agreement, Trading Restrictions, Bonus Terms, or other applicable document that has been breached; and (iii) a summary of the evidence supporting the Company's determination. The Company shall provide this notice within five (5) business days of executing the adjustment, except in cases of fraud, market manipulation, or regulatory requirement, where no time limitation shall apply.

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2A.14. Jurisdiction and Complaint Waiver

2A.14.1. The Client irrevocably waives any right to file a complaint, claim, or legal proceeding against the Company in any jurisdiction other than the Union of Comoros. The Client acknowledges that the Company is not subject to the regulatory authority of any jurisdiction other than the Union of Comoros and that no foreign regulator, ombudsman, or dispute resolution body has authority over the Company.

2A.15. Withdrawal Processing

2A.15.1. Withdrawal timing is not guaranteed and all withdrawal requests are subject to the Company's internal review, compliance checks, fraud verification, and risk management procedures. The Company shall process withdrawal requests as promptly as reasonably practicable but makes no representation or warranty regarding specific processing times. Delays in withdrawal processing do not constitute a breach of this Agreement.

2A.16. Proprietary Platform Environment

2A.16.1. The trading platform is a proprietary trading environment owned, operated, and controlled by the Company. The platform is not an exchange, marketplace, or multi-dealer facility. All aspects of the platform, including pricing, execution, order routing, and risk management, are under the Company's sole control. The Client shall have no claim against the Company based on an expectation that the platform operates as, or is equivalent to, a regulated exchange or marketplace.

2A.17. Entire Agreement and Non-Reliance

2A.17.1. This Agreement, together with the Terms & Conditions, the Order Execution Policy, the Risk Disclosure Statement, the Trading Restrictions & Anti-Fraud Policy, the Privacy Policy, the AML Policy, and all other documents published on the Company's website, constitutes the entire agreement between the Client and the Company.

2A.17.2. The Client confirms that in entering into this Agreement, the Client does not rely on any statement, representation, warranty, promise, or undertaking (whether written or oral) of any person other than as expressly set out in this Agreement. The Client waives any right to claim damages or rescission based on any representation not contained in this Agreement. This clause does not exclude liability for fraudulent misrepresentation.

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2B. Absolute Risk Control and Account Authority

The following provisions define the Company's absolute authority over risk management, account control, and trading outcomes. These provisions are material terms of this Agreement and the Client must read, understand, and accept them before trading.

2B.1. Right to Refuse or Delay Withdrawals

2B.1.1. The Company reserves the right, at its sole discretion, to refuse, delay, suspend, reverse, or cancel any withdrawal request, whether partially or in full, without prior notice or explanation, in any of the following circumstances:

a) Where the Company determines that trading activity presents financial, operational, or risk exposure to the Company;
b) Where the Company determines that trading results were generated through pricing inefficiencies, latency, execution anomalies, system behavior patterns, or risk model exploitation;
c) Where internal risk management review is ongoing;
d) Where the Company considers withdrawal processing to be necessary to protect its risk management policies or operational integrity;
e) Where any internal, technical, or compliance review remains incomplete.

2B.1.2. The Client acknowledges that withdrawal approval is subject solely to the Company's internal review and risk determination, which shall be made in accordance with the Company's procedures.

2B.2. Right to Void Trades, Profits, and Balances

2B.2.1. The Company reserves the right to void, cancel, reverse, withhold, or adjust any trade, profit, credit, bonus, balance, or account equity, in whole or in part, at any time, including after withdrawal, where the Company determines, at its sole discretion, that:

a) Trading activity resulted from execution anomalies, pricing discrepancies, system latency, or technical irregularities;
b) Trading activity was inconsistent with the Company's internal risk parameters, liquidity environment, or pricing model;
c) Trading activity exposed the Company to abnormal financial risk;
d) Trading activity was deemed abusive, or commercially adverse to the Company;
e) Any internal risk management, technical, or operational review identifies grounds for adjustment.

2B.2.2. The Client irrevocably waives any claim to profits, balances, or funds adjusted or removed under this clause.

2B.3. Nature of Contractual Trading Relationship

2B.3.1. All transactions executed by the Client through the Company's platform constitute private bilateral contractual agreements exclusively between the Client and the Company.

2B.3.2. The Client expressly acknowledges and agrees that:

a) No transaction is executed on any external exchange, interbank market, or regulated marketplace;
b) The Company is the sole counterparty to all Client transactions;
c) All pricing, liquidity, and execution are determined solely by the Company;
d) Transactions are contractual financial settlements determined by the Company's proprietary systems and do not confer ownership of any underlying asset.

2B.3.3. The Client irrevocably waives any claim based on external market pricing, execution conditions, or market comparisons.

2B.4. Right to Modify Trading Conditions Per Client

2B.4.1. The Company reserves the right, at its sole discretion, to modify, restrict, or customize trading conditions for any individual Client account, including but not limited to:

    a) Spreads;
    b) Commissions;
    c) Leverage;
    d) Margin requirements;
    e) Execution speed;
    f) Order execution priority;
    g) Available instruments;
    h) Maximum position size;
    i) Applicable trading parameters.

2B.4.2. Such modifications may be applied without prior notice and without explanation. The Client agrees that trading conditions are not guaranteed to be uniform across all Clients and that per-client customization is a standard feature of the Company's risk management framework.

2B.5. Platform, Pricing, and System Authority

2B.5.1. The Client acknowledges and agrees that:

    a) The trading platform is a proprietary system fully owned and controlled by the Company;
    b) All pricing, execution, liquidity, and trading outcomes are determined solely by the Company;
    c) The Company reserves the right to correct, modify, adjust, or reverse any trading result arising from system behavior, platform anomalies, pricing engine output, or internal risk control actions;
    d) The Company shall not be liable for any trading result arising from system behavior, platform design, or proprietary risk management processes.

2B.6. Right to Suspend, Restrict, or Terminate Account

2B.6.1. The Company reserves the right, at its sole discretion, to suspend, restrict, limit, or permanently terminate any Client account, at any time, with or without notice, and with or without explanation.

2B.6.2. Upon such action, the Company may:

    a) Close any or all open positions;
    b) Void or adjust any account balance;
    c) Reverse and withhold any profits determined to be derived from abusive, irregular, or commercially adverse trading;
    d) Delay, restrict, or refuse withdrawals pending completion of review;
    e) Permanently block access to the platform.

2B.6.3. The Client irrevocably waives any claim arising from such action, except in cases of proven fraud by the Company.

2B.7. Commercial Risk Protection

2B.7.1. The Client acknowledges that the Company operates a proprietary trading environment and provides execution services within its proprietary trading infrastructure activity.

2B.7.2. The Company reserves the right to take any action deemed necessary to protect the integrity of its trading infrastructure, including but not limited to:

    a) Trade cancellation;
    b) Profit adjustment;
    c) Balance adjustment;
    d) Account restriction;
    e) Account termination;
    f) Withdrawal refusal.

2B.7.3. All such actions shall be made in accordance with the Company's internal procedures and applicable regulations.

3. Orders and Requests

3.1. The Company reserves a right to change the trading conditions with prior notification.

3.1A. All trading activity is subject to the Company's Trading Restrictions & Anti-Fraud Policy (available on the Company's website), which forms an integral part of this Agreement. The Company reserves the right, at its sole discretion, to cancel trades, reverse profits, suspend accounts, and/or terminate the Client relationship in the event of any violation of the Trading Restrictions & Anti-Fraud Policy.

3.2. Client's Orders and Requests

3.2.1. During trading operations the following execution methods are applied:

3.2.2. "Market execution" method — for Futures and Stock CFDs;

3.2.3. "Market execution" method — for FOREX market trading instruments.

3.2.4. Any Client's order given by means of MetaTrader 5 trading terminal generally goes through the following steps:

> a) The Client submits an electronic order;
> b) The client terminal sends the order or request to the server;
> c) Provided there is a stable connectivity between the client terminal and the server, the order is received by the server and verified;
> d) In case the order is valid, it is put into the queue;
> e) The server returns the order processing results to the client terminal;
> f) Provided there is a stable connectivity, the terminal receives the processing results.

3.2.5. The Client can cancel a sent order only while it is in queue with "Order is accepted" status. Due to the specifics of MetaTrader 5 platform, order cancellation cannot be guaranteed.

3.2.6. In case the order has reached the dealer and has "Order is in process" status, such order cannot be cancelled.

3.2.7. The time of the order processing depends on the connection between the client terminal and the Company's server, as well as on the current market conditions. During regular market hours the order processing time usually is 1 to 5 seconds. In irregular market conditions, the processing time can last longer.

3.2.8. In case the current quote of the financial instrument changes at the moment when the Company is processing the Client's request, the Company reserves the right to use the new price (Bid/Ask). In such cases, the Client's request will be processed at the new price.

3.2.9. A Client's request is declined in the following cases:

> a) During market opening when the order is sent before the first quote is received;
> b) In irregular market conditions;
> c) Insufficient margin;
> d) Electronic advisor performing over 30 requests per minute;
> e) For fixed-spread instruments when market spread exceeds the fixed spread.

3.2.10. The general means of sending orders and requests is the trading terminal. Orders and requests can also be sent by phone or live chat.

3.2.11. In exceptional cases the use of the same IP address by different Clients can be a basis to consider all the orders on all the accounts as those performed by the same Client.

3.2.12. Orders opened or closed by off-market quotes can be cancelled.

3.2.13. The Company doesn't allow the usage of arbitrage strategies on connected markets. In case the Client uses arbitrage in either clear or hidden way, the Company reserves a right to cancel such orders.

3.2.14. The Company reserves a right to cancel Client's orders in case they do not comply with this Agreement.

3.3. Trading Operations

3.3.1. A buy order is opened by Ask price. A sell order is opened by Bid price.

3.3.2. A buy order is closed by Bid price. A sell order is closed by Ask price.

3.3.3. Position rollover. Swap addition/deduction to open orders is carried out from 23:59:00 to 00:10:00, trading platform time.

3.3.4. In case of CFD contracts with expiration date, all orders will be closed by the last quote.

3.3.5. In regular conditions the Dealer keeps spread within the range stated in contract specifications.

3.3.6. Spread can be increased: for all Clients without prior notification in irregular conditions; with obligatory prior update of specification changes at the Company website.

3.3.7. Spread can be widened before, during and after news releases, during Gaps, at market opening (Monday), and during low liquidity.

3.3.8. For fixed-spread instruments, the Company may increase spread when market spread exceeds the fixed spread.

3.4–3.5. Open and Close an Order

3.4.1. Obligatory parameters: Instrument name; Trade volume; Order type.

3.4.2. To open an order, the Client presses "Buy" or "Sell" when quotes satisfy him/her.

3.5.1. To close an order, the Client presses "Close" when quotes satisfy him/her.

3.5.3. "Stop Loss" and/or "Take Profit" may be used for closing.

3.6. Mandatory Position Closure (Stop Out)

3.6.1. If Margin level is lower than 40%, margin call occurs. The Company is entitled but not liable to close positions.

3.6.2. The Company is entitled to mandatory closing without prior notification if Margin level is ≤20% of necessary margin.

3.6.3. Stop out is executed at current market quote on a first-come basis.

3.6.4. First position closed is the one with the biggest floating loss.

3.6.5. Negative Balance Protection for Retail Clients: Where the Client is classified as a Retail Client, the Company provides Negative Balance Protection. If, after all open positions are closed and the account balance is negative, the Company shall adjust the balance to zero at no cost to the Client. The Client's maximum loss shall not exceed the total funds deposited into the Client's trading account.

3.6.5A. Exception to Negative Balance Protection: The Company reserves the right to withhold or reverse Negative Balance Protection and pursue recovery of negative balances from the Client in the following circumstances:

    a) The negative balance resulted from the Client's intentional, fraudulent, or abusive conduct;
    b) The Client operated multiple accounts under different identities;
    c) The Client employed strategies designed to exploit Negative Balance Protection;
    d) The negative balance arose from a violation of the Trading Restrictions & Anti-Fraud Policy.

3.6.5B. Professional and Institutional Clients: Clients classified as Professional Clients or Eligible Counterparties do not receive Negative Balance Protection. Such Clients are liable for any

negative balance on their account(s) and shall pay any amounts due to the Company upon demand.

3.6.6. In case the Company has reasons to believe that a Client operates two or more accounts under different registration data, NEOMAAA reserves the right to deduct losses from the funds of another account belonging to the Client.

3.7. Leverage

3.7.1. Leverage change is possible only once in 24 hours. It is impossible to change leverage with open orders.

3.7.2. The Company may change leverage at any time without prior notification.

3.7.3. The Company may lower leverage and change margin requirements at market opening on Monday.

3.7.4. Leverage levels (subject to change): 1:100 for Metals; 1:100 for CFDs; 1:10 for Stocks; 1:1 for Cryptocurrencies.

4. Order Description

4.1.1. Pending order types:

a) "Buy Stop" — buy at higher quote;
b) "Sell Stop" — sell at lower quote;
c) "Buy Limit" — buy at lower quote;
d) "Sell Limit" — sell at higher quote;
e) "Stop Loss" — close at less profitable quote;
f) "Take Profit" — close at more profitable quote.

4.2.1. Orders shall be placed only during trading hours for the relevant instrument.

4.2.3. All pending orders have GTC Status ("Good Till Cancelled").

4.3.5. Orders shall not be placed closer than Stop levels to the current market quote.

4.5.1. An order is executed when the relevant price condition is met.

4.5.2. In price gaps: Take Profit at stated price; Stop Loss at first available price; Buy/Sell Stop at first price after gap; Buy/Sell Limit at stated price.

4.5.3. In regular conditions, execution at stated price. In irregular conditions, execution price may differ.

5. Deposit / Withdrawal of Funds

5.1. Deposit

5.1.1. A Client can deposit funds via methods available in the Personal Area.

5.1.2. If automatic deposit is not possible, processing within 2 working days.

5.2. Withdrawal

5.2.1. Withdrawal only to payment systems used for deposit.

5.2.2. When deposited via various methods, withdrawal proportionally.

5.2.3. In exceptional cases the Company may decline withdrawal in a specific payment system.

5.2.4. Withdrawal requests processed within 2 working days.

5.2.5. The Company may request source of income and source of funds information.

5.2.6. Card deposits require withdrawal back to the same card within one year.

5.2.7. Card copy required: first 6 and last 4 digits, cardholder name, expiry, signature.

5.2.8. Up to 100% of initial card deposit can be withdrawn to card. Excess via other methods.

5.2.9. The Company reserves the right to reconcile financial operations to verify genuineness.

5.2.9.1. In case of discrepant transactions, the Company may cancel financial operations not found in payment system records or chargebacked, including related trading operations, commissions, and bonuses.

5.2.10. Chargeback Protection

In the event that the Client or any third party initiates a chargeback, dispute, or reversal of any payment made to the Company:

a) The Company shall immediately freeze the Client's trading account(s) and all funds therein pending investigation;
b) The Company may cancel, reverse, or void any and all trading profits generated using the disputed funds;
c) The Company may deduct from the Client's account(s) the full amount of the chargeback plus any associated fees, penalties, and administrative costs;
d) The Company reserves the right to pursue legal action and report the incident to relevant law enforcement and fraud prevention databases;
e) The Client shall be liable for all costs, losses, and damages incurred by the Company as a result of the chargeback;
f) The Client's account(s) shall remain frozen until the chargeback dispute is fully resolved to the Company's satisfaction.

5.2.11. The Client acknowledges that initiating a fraudulent or unjustified chargeback constitutes a material breach of this Agreement and may result in immediate and permanent account termination, forfeiture of remaining account balance, and legal proceedings.

5.3. Internal Transfer

5.3.1. Up to 10 internal transfers processed automatically. Above 10 processed manually.

5.3.2. Transfer between third parties is not possible except partner-client transfers.

5.4. Financial Security

The Anjouan Offshore Finance Authority of the Union of Comoros with an Investment Dealer license 15968, having its registered office at Hamchako, Mutsamudu, Autonomous Island of Anjouan, Union of Comoros.

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5.4.1. The Company may request passport or equivalent document at any moment for verification.

5.4.2. The Company may prohibit deposits or withdrawals to/from third parties.

5.4.3. Account Freeze and Suspension. The Company reserves the right, at its sole and absolute discretion, to freeze, suspend, restrict, or block the Client's account(s) and any funds therein, without prior notice, in the following circumstances:

   a) Suspected money laundering, terrorist financing, or other financial crime;
   b) Suspected fraud, identity theft, or use of stolen payment instruments;
   c) Failure to provide requested KYC/AML documentation within the specified timeframe;
   d) Suspected violation of the Trading Restrictions & Anti-Fraud Policy;
   e) Receipt of a chargeback or payment dispute;
   f) Request or order from a competent regulatory, legal, or law enforcement authority;
   g) Any other circumstance where the Company reasonably believes that the security of the Client's account or the integrity of the Company's trading infrastructure may be at risk.

5.4.4. Fund Recovery. Where the Company determines, following investigation, that the Client has engaged in fraud, money laundering, use of stolen payment instruments, or any activity in breach of Applicable Regulations, the Company may withhold any and all funds in the Client's account(s) and report such activity to the relevant authorities.

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6. Commission and Other Costs

6.1. The Client shall pay commissions and other costs as stated in Contract specifications published at the website.

6.2. The Company may change commissions without prior notification. Changes published at the website.

6.3. The Company is not obligated to provide the Client with detailed reports regarding profits, commissions, and fees retained by the Company in connection with the Client's trading activity, except as required by Applicable Regulations.

6.4. Swap-free accounts:

6.4.1. Available upon Client request, subject to account eligibility.

6.4.2. For deals open more than 2 days, a fixed fee is charged.

6.4.3. Not available for Forex Exotic and CFD instruments.

6.4.4. Opening a Swap-free account with NEOMAAA, the Client acknowledges and agrees to the alternative fee structure applicable to Swap-free accounts, including fixed fees in lieu of swap charges.

6.4.5. Upon detecting arbitrage, carry trade, or swap-free abuse, the Company may refuse swap-free services and debit applicable fees.

6.5. Partner and Affiliate Abuse. The Company may cancel, reverse, or withhold partner commissions, affiliate payments, or referral bonuses where self-referral schemes, fraudulent marketing, or referred clients engaging in abusive trading are identified.

6.6. Bonus and Promotion Abuse. Where promotional bonuses are offered, the Client shall not abuse them by hedging bonus positions across accounts, creating multiple accounts for the same promotion, or using bonuses for arbitrage. The Company may cancel bonuses, reverse profits, and terminate accounts for bonus abuse.

7. Communication Between the Client and the Company

7.1. The Company uses the following communication means: internal emails of the trading platform; corporate chat via Personal Area; telephone; post; website announcements; email to registered address.

7.2. Live chat is served first, then email inquiries.

7.3. Correspondence is considered accepted: 1 hour after email; immediately by platform internal email; immediately after phone conversation; 7 days after post; 1 hour after website posting.

7.4. The Client is solely liable for keeping logins and passwords confidential.

7.5. Telephone conversations are recorded and serve as evidence.

8. Disputes and Claims

8.1. Claims accepted within thirty (30) calendar days from the date on which the Client became aware, or reasonably should have become aware, of the grounds for the complaint.

8.1.2. Claims must be sent to support@neomaaa.com or via Client Portal (https://my.neomaaa.com).

8.1.3. The Company considers claims within 10 working days.

8.1.5. A claim will be rejected if Client fails to respond within 5 days, or unauthorized access detected.

8.1.6. Claims must contain: Full name, Account number, Date/time, Order ticker, Description.

8.3.1. Server log-file has absolute priority as source of information in disputes.

8.4.1. Settlement only as compensation to trading account.

8.4.2. Compensation shall not cover unrealized profit.

8.4.3. The Company shall not compensate for non-pecuniary damage.

9. Risks

The Client confirms awareness of the following risks:

9.1. Leverage Risk

9.1.1. A relatively small change of rate may strongly influence the Client's account balance due to leverage. The Client may lose more than the initial deposit. The Client is fully liable for all risks.

9.1.2. Recommended to maintain Margin level at 100%+ and always use Stop Loss orders.

9.2. Volatility Risk

9.2.1. Instruments have significant rate changes during the day.

9.3. Technical Risks

9.3.1. The Client accepts risks of losses due to failures from the Client side.

9.4. Irregular Market Conditions

Processing time may increase, spreads may widen, execution quotes may differ.

9.5. Platform Risks

9.5.3. Rates are calculated by the Company. All price determination lies within sole cognizance of the Company.

9.5.4. The Client unconditionally accepts Company quotes as exclusively correct.

9.5.5. The Company may reconsider quotes and revise financial results for off-market quotes, irregular conditions, or obvious errors.

9.5.6. The Company shall not be liable for any losses arising from platform outages, delays, interruptions, errors, data corruption, system malfunctions, server failures, network issues, or any other technical failure. The Client trades at their own risk.

9.5.7. Latency and Execution Delays. The Client acknowledges that latency is an inherent and normal characteristic of electronic trading. Execution prices may differ from prices displayed at the time of order submission. The Client waives any and all claims arising from latency differences, price changes during order transmission, requotes, or differences between displayed and executed prices.

9.6. Communication Risk

9.6.1. The Client accepts risk of losses from delayed or non-received messages.

9.6.4. The Client is fully liable for confidential information security.

9A. Account Suspension and Termination

9A.1. The Company reserves the right, at its sole and absolute discretion, to suspend, restrict, or terminate any Client account at any time, for any reason or for no reason, with or without prior notice.

9A.2. Without limiting the generality of clause 9A.1, the Company may suspend or terminate the Client's account in the following circumstances:

a) Breach of this Agreement, the Terms & Conditions, or any other policy;
b) Violation of the Trading Restrictions & Anti-Fraud Policy;
c) Suspected fraud, money laundering, terrorist financing, or other financial crime;
d) Failure to provide or maintain adequate KYC/AML documentation;
e) The Client becomes subject to international sanctions;
f) Receipt of an order from a regulatory, legal, or law enforcement authority;
g) The Client's trading activity is deemed harmful to the integrity of the Company's trading infrastructure;
h) Any other reason the Company considers appropriate.

9A.3. Upon account termination, the Company shall: close all open positions; calculate any amounts owed by either party; return any remaining positive balance subject to deduction of any amounts owed; retain the right to withhold funds pending completion of any investigation.

9A.4. Account termination does not release the Client from any obligations incurred prior to termination.

9B. Indemnification

9B.1. The Client shall indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, affiliates, and service providers from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, costs, and expenses arising out of or in connection with:

a) Any breach of this Agreement;
b) Any violation of Applicable Regulations by the Client;
c) Any fraud, misrepresentation, or negligence by the Client;
d) Any third-party claims relating to the Client's trading activity;
e) Any chargeback, payment dispute, or reversal;
f) Any tax liability arising from the Client's trading activity.

9B.2. This indemnification obligation shall survive the termination of this Agreement.

9C. Limitation of Liability

9C.1. To the maximum extent permitted by applicable law, the Company shall not be liable to the Client for any indirect, incidental, special, consequential, or punitive damages.

9C.2. The Company's total aggregate liability shall not exceed the total amount deposited by the Client during the twelve (12) months preceding the event giving rise to the claim.

9C.3. Nothing in this Agreement shall exclude or limit the Company's liability for fraud or willful misconduct.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Union of Comoros, without regard to choice of law principles.

10.1. Exclusive Jurisdiction. The courts of the Union of Comoros shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

10.2. Class Action and Collective Proceedings Waiver. The Client irrevocably and unconditionally waives any right to initiate, participate in, join, or be represented in any class action, collective action, consolidated action, representative action, mass arbitration, or any other form of group or joint legal or arbitral proceeding against the Company. All disputes must be brought and resolved on an individual basis only.

10.3. Jury Trial Waiver. To the fullest extent permitted by applicable law, the Client waives any right to a jury trial in any proceeding arising from this Agreement.

10.4. Arbitration. Any dispute which cannot be resolved through the Company's internal complaints procedure shall be referred to binding arbitration in accordance with the arbitration rules applicable in the Union of Comoros. The arbitration shall be conducted in English. The seat of arbitration shall be Mutsamudu, Anjouan, Union of Comoros.

10.5. Limitation Period. Any claim or cause of action must be commenced within one (1) year from the date on which the cause of action accrued.

11. Force Majeure Circumstances

11.0. The Company shall not be liable for market gaps, liquidity shortages, extreme volatility, flash crashes, or any market disruption event affecting execution, pricing, or platform availability.

11.1. Force majeure includes but is not limited to: strikes, riots, terroristic acts, floods, earthquakes, fire, wars, labor disputes, accidents, government actions, connection and power failures, equipment and software failures, and any event leading to market destabilization or non-standard trading conditions.

11.2. The Company is entitled to define force majeure circumstances and shall notify the Client in good faith.

11.3. In force majeure the Company may without prior notification:

a) Increase margin requests;
b) Close positions at a quote the Company finds correct;
c) Suspend or modify provisions of this Agreement;
d) Take any actions considered reasonable in such circumstances;
e) Reconsider financial results by changing quotes, opening/closing or deleting orders.

Acknowledgement and Acceptance

By opening a trading account with the Company, the Client acknowledges that he/she has read, understood and accepts all the terms and conditions of this Client Agreement, the Terms and Conditions (including the Glossary therein), the Risk Disclosure Statement, the Privacy Policy, the Order Execution Policy, the Trading Restrictions & Anti-Fraud Policy, the Anti-Money Laundering Policy, and all other policies and documents published on the Company's website.

The Client further acknowledges and accepts that:

a) The Company may act as principal and counterparty to the Client's trades;
b) Trading in leveraged financial instruments carries a high degree of risk and may result in the loss of all invested capital;
c) Past performance is not indicative of future results;
d) The Client is solely responsible for his/her trading decisions.

Neomaaa Ltd
Trading as NEOMAAA
International Business Company No. 15968
International Brokerage License Number L15968/N
Regulated by the Anjouan Offshore Finance Authority (AOFA), Union of Comoros

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