

CLIENT SERVICES AGREEMENT

Vittaverse Ltd

This Customer Agreement (“Agreement”) is entered into between Vittaverse Ltd (“Vittaverse”, “Company”, “we”, “us”, or “our”) and the individual or legal entity applying for or using the Company’s services (“Client”, “you”, or “your”).

This Agreement governs the terms under which the Company provides its services.

By opening an account, accessing the trading platforms, or using any Company service, you confirm that you have read, understood, and accepted this Agreement in full.



CLIENT SERVICES AGREEMENT	1
0. Parties, Scope and Electronic Execution	3
Definitions	3
1. Services	4
1A. Regulatory Framework (Added)	5
2. Risk Disclosure & Acknowledgment	5
3. Account Opening Procedure	6
4. Fees and Charges	6
5. Client Money and Transfer of Funds	7
6. Client Orders/Instructions & Execution of Orders	8
7. Margin/Leverage Level	9
8. Decline of Client Orders and Instructions	9
9. Transaction Settlements and Confirmations	9
10. Trading Platform Usage	10
11. Market Abuse	10
12. Third Party Authorisation	10
13. Introducing Brokers and Affiliates	10
14. Privacy and Data Protection	11
15. Force Majeure	11
16. Complaints Procedure	11
17. Representations and Warranties	11
18. Communication and Notices	12
19. Account Closing Procedure, Default, Close-Out and Netting	12
20. Cancellation Procedure	13
21. Company Liability	13
22. Severability	14
23. Miscellaneous	14
24. Governing Law and Jurisdiction	14
Governing Language	15



0. Parties, Scope and Electronic Execution

VITTAVERSE LTD (hereafter the “Company”) is a limited liability company incorporated and registered under the laws of St. Vincent and the Grenadines, with Company number 26879 BC 2022 and a registered address at Richmond Hill Road, P.O. Box 2897, Kingstown, VC0100, St. Vincent and the Grenadines.

This Client Services Agreement (hereafter the “Agreement”) governs the relationship between the Client and the Company and is electronically executed. The Client is required to accept these terms by checking and/or clicking the respective acceptance checkbox during the online account opening procedure.

For the avoidance of any doubt, this Agreement has the same legal effect as if it had been signed in wet ink. By opening an account and/or using the Company’s services, the Client acknowledges and agrees to be bound by this Agreement and any documents incorporated by reference.

Definitions

Unless otherwise defined in this Agreement, the following definitions apply:

1. **“Account”** means a trading account maintained by the Client with the Company.
2. **“Authorised Third Party Representative”** means a person or legal entity authorised by the Client (e.g., via power of attorney) to act on the Client’s behalf, subject to the Company’s acceptance.
3. **“Company Website”** means www.vittaverse.com.
4. **“CFD”** means a contract for difference by reference to fluctuations in the price of an underlying instrument, index or other reference.
5. **“Client”** means the individual, legal entity or firm being a customer of the Company.
6. **“Company”** means Vittaverse Ltd, details as stated above.
7. **“Equity”** means the aggregate of (i) Balance and (ii) unrealised profit/loss on open positions (after deduction of any Charges and application of Spread on closing).
8. **“Financial Instruments”** means CFDs on spot Forex, spot precious metals, indices, commodities, shares, cryptocurrencies (where offered) and any other instruments made available by the Company.

9. **“Margin”** means the necessary funds to open or maintain open positions.
10. **“Margin Level”** means $(\text{Equity}/\text{Margin}) \times 100$.
11. **“Quote”** means the bid and ask prices at which a Financial Instrument may be bought and sold.
12. **“Services”** means the services provided by the Company under this Agreement.
13. **“Spread”** means the difference between the lower bid price and the higher offer price of a quoted two-way price.
14. **“Trading Platform”** means any electronic trading system made available by the Company (including MetaTrader or other platforms).
15. **“Transaction”** means any trade, order, contract, or derivative entered into under this Agreement.
16. **“Applicable Regulations”** means all laws, regulations, directives, rules, guidance, sanctions, AML/CTF requirements, and regulatory obligations applicable to the Company and/or the Client.

1. Services

1.1 The Company provides brokerage and execution services in OTC leveraged Financial Instruments, including CFDs, and any ancillary services as may be offered from time to time through the Trading Platform and the Company Website.

1.2 **Execution-Only / No Investment Advice:** The Company operates on an execution-only basis. Nothing on the Company Website, Trading Platform, or in any communication constitutes investment advice, trading recommendations, or portfolio management. The Client is solely responsible for all trading decisions.

1.3 **Capacity:** The Company acts as principal and counterparty to the Client’s Transactions. The Client acknowledges that the Company may hedge its exposure with liquidity providers or other counterparties; such hedging does not create any agency relationship between the Company and the Client.

1A. Regulatory Framework (Added)

1A.1 All Services and Transactions are subject to Applicable Regulations.

1A.2 The Company may take any action it considers necessary or appropriate to comply with Applicable Regulations, internal compliance obligations, requests by competent authorities, court orders, sanctions screening, AML/CTF requirements, or risk controls, including (without limitation):

- suspending, restricting, or closing an Account;
- refusing, delaying, reversing or cancelling deposits, withdrawals, or Transactions;
- withholding funds during investigations, verification, chargeback risk, or compliance reviews;
- requesting additional documentation or information (including source of funds/wealth);
- reporting or disclosing information to competent authorities.

1A.3 Any regulatory or compliance action affecting the Client, the Account, funds, or Transactions shall be binding on the Client, and the Client agrees to cooperate fully with the Company.

2. Risk Disclosure & Acknowledgment

2.1 The Client acknowledges that leveraged trading is high risk and may result in the loss of all funds in the Account. The Client confirms it has adequate financial resources to bear such risks.

2.2 The Client acknowledges that market conditions, volatility, liquidity, gaps, and execution conditions may result in orders being filled at prices different from requested (including slippage), and that losses may exceed deposits where permitted by applicable rules and product design.

2.3 The Client confirms it has read and understood the Company's risk disclosures available on the Company Website and/or Trading Platform.

3. Account Opening Procedure

3.1 Prior to opening an Account, the Company provides (via Website/portal) the required information regarding the Company and this Agreement.

3.2 The Company is obligated by Applicable Regulations to perform KYC and due diligence procedures, and may collect and verify identity, address, payment method ownership, and source of funds/wealth information.

3.3 The Company may conduct periodic reviews and may request updated documentation at any time. The Client must promptly provide requested information.

3.4 The Company may refuse to open an Account or provide Services until all documentation is satisfactorily completed and internal checks are passed.

3.5 The Company will assess information received during onboarding and may accept or reject the Client at its sole discretion where permitted by Applicable Regulations.

3.6 Bonuses / Promotions (Policy Externalised): The Company may offer promotions or bonuses from time to time. Any such promotion is governed by this Agreement and the applicable Bonus Terms & Conditions (separate document) for that promotion. In case of conflict, the promotion's specific Bonus Terms & Conditions prevail for that promotion.

4. Fees and Charges

4.1 The Client shall pay all charges and fees applicable to the Services and/or Financial Instruments as determined by the Company from time to time, which may include (without limitation) spreads, commissions, swaps/rollover, conversion fees, withdrawal fees, account maintenance fees, and inactivity fees ("Fees").

4.2 The Company may, at its sole discretion, revise, introduce, amend, increase, decrease, replace, or remove any Fees at any time and without prior notice to the Client. The Client is responsible for monitoring the Company Website and/or Trading Platform for information relating to Fees. The Fees applied shall be those determined by the Company at the time of charging.

4.3 The Company is not responsible for any fees charged by banks, payment institutions, card providers, e-wallet providers, payment processors, blockchain networks, or any other third parties.



4.4 Inactivity Fee: The Company may charge an inactivity fee of USD 50 per month (or equivalent in the Account base currency) on Accounts that reach inactivity status.

4.5 Inactive Account Definition: An Account is deemed an “Inactive Account” if it has not opened any new trade/position for three (3) consecutive months. For the avoidance of doubt, closing positions and/or merely maintaining open positions without opening new ones does not prevent an Account from being classified as inactive.

4.6 Method and Source of Fee Charging: Fees may be charged by the Company by deducting amounts from:

- a) the Client’s trading Account balance(s); and/or
- b) the Client’s wallet and/or any other balance maintained with the Company, as determined by the Company at its sole discretion.

4.7 Retroactive Charging: The Company may, at its sole discretion, charge any Fees retroactively at any time, including (without limitation) inactivity fees and any other Fees that were not previously charged due to operational, technical, compliance, reconciliation, or administrative reasons.

4.8 If the Client does not maintain sufficient funds to pay Fees, the Company may (without limitation) refuse withdrawals, restrict the Account, close positions, set-off amounts, or take other actions permitted under this Agreement and Applicable Regulations to recover amounts due.

5. Client Money and Transfer of Funds

5.1 The Company may pass Client money to, or allow another person (including banks, payment institutions, exchanges, clearing entities, intermediate brokers, or liquidity providers) to hold or control Client money for transaction settlement, collateral, and operational purposes as permitted by Applicable Regulations.

5.2 Client money may be held with third parties in an omnibus account, and it may not be possible to separate it from other clients’ money or the third party’s money. In an insolvency event, the Client may not have a claim against a specific sum in a specific account. The Company is not liable for losses arising from third-party insolvency except to the extent such liability cannot be excluded under Applicable Regulations.

5.3 No interest is paid on Client money or unencumbered balances unless the Company explicitly states otherwise.

5.4 The Company acts in accordance with AML/CTF and other Applicable Regulations. Withdrawals should be made using the same method used to fund the Account and to the same remitter, and may be subject to verification and additional documentation requests.

5.5 Strict Payment Source Rule: Deposits and withdrawals must be made only to/from verified payment methods belonging to the Client. The Company may decline, delay, reverse, or return transactions where it is not satisfied with documentation, detects third-party funding, suspects violation of Applicable Regulations, or deems the transaction high risk.

5.6 Where permitted and operationally required, the Client authorises the Company to instruct relevant payment providers to process deposits/withdrawals and settlements from the Client's verified payment methods for the purposes of settling Transactions, fees, charges, or other amounts due under this Agreement. This authorisation does not permit third-party funding.

6.7 If a Client bank account/payment method is frozen or restricted for any reason, the Company assumes no responsibility and Client funds may also be restricted pending resolution and verification.

6. Client Orders/Instructions & Execution of Orders

6.1 The Company takes reasonable steps to execute Client orders in accordance with its execution approach and prevailing market conditions. The Client acknowledges that:

- execution at a requested price is not guaranteed; and
- slippage (positive or negative) may occur.

6.2 Execution quality may be affected by volatility, liquidity, market disruptions, platform latency, connectivity, and other factors outside the Company's control.

6.3 The Client agrees that the Company may reject, re-quote, or cancel orders in cases including manifest error, abnormal markets, insufficient margin, compliance restrictions, or force majeure.



7. Margin/Leverage Level

7.1 Margin and leverage levels are published on the Company Website and/or Trading Platform and may vary by instrument and account type.

7.2 If Equity falls below required thresholds, the Company may close some or all open positions without notice, starting from the most unprofitable, and at prevailing market prices.

7.3 The Company may adjust leverage, spreads, margin requirements, or suspend instruments during periods of extreme volatility, low liquidity, or heightened risk.

8. Decline of Client Orders and Instructions

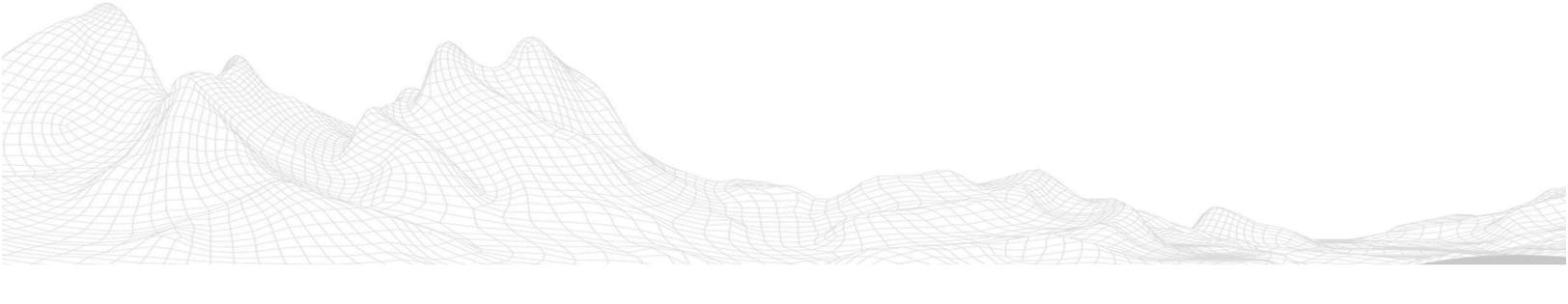
8.1 The Company may decline or refuse orders where:

- abnormal market conditions exist;
- free margin is insufficient;
- the order is too large/small or cannot be hedged;
- legality, genuineness, or compliance concerns exist;
- requested by authorities/court order;
- manifest error or pricing error is detected;
- communications/platform disruptions occur;
- force majeure exists;
- termination notice has been issued.

9. Transaction Settlements and Confirmations

9.1 Transactions are settled upon execution in accordance with normal practice for the instrument and internal operational procedures.

9.2 Confirmations, statements, and account records are available via the Trading Platform and are deemed accurate unless the Client notifies the Company promptly of any discrepancies.



10. Trading Platform Usage

10.1 The Client is responsible for safeguarding login credentials and must notify the Company without undue delay of any unauthorised use.

10.2 Electronic trading involves technological risks, including network failure, hardware malfunction, platform downtime, and third-party service interruptions.

10.3 The Company may suspend or terminate platform access if it believes plug-ins/EAs/functionalities affect orderly operation or system reliability.

11. Market Abuse

11.1 The Client shall not engage in market abuse, manipulation, insider trading, latency exploitation, arbitrage abuse, system abuse, or any abusive trading behaviour.

11.2 If the Company suspects abusive behaviour, it may void/cancel Transactions, cancel profits, adjust results, restrict the Account, or terminate this Agreement.

12. Third Party Authorisation

12.1 The Client may appoint a representative via power of attorney subject to Company acceptance and completion of representative verification.

12.2 The Client remains fully responsible for all instructions and Transactions made by the representative and indemnifies the Company for losses arising from acting on such instructions.

13. Introducing Brokers and Affiliates

13.1 The Client may have been introduced by an IB/affiliate under a separate arrangement with the Company subject to Applicable Regulations.

13.2 The Company may pay remuneration to introducing brokers/affiliates. The Company is not responsible for any agreement between the Client and an IB/affiliate.

14. Privacy and Data Protection

14.1 The Company processes personal data in accordance with Applicable Regulations and its internal standards.

14.2 The Company's Privacy Policy is provided as a separate document and is available on the Company Website and/or upon request. The Privacy Policy is incorporated by reference into this Agreement.

15. Force Majeure

15.1 The Company is not liable for failures or delays caused by force majeure events beyond its reasonable control (including market closures, infrastructure failures, war, natural disasters, regulatory bans, failures of suppliers/liquidity providers/custodians).

15.2 During force majeure, the Company may increase margin, decrease leverage, close positions, refuse orders, modify executable quotes/spreads, or suspend terms to the extent necessary.

16. Complaints Procedure

16.1 If the Client has a complaint, it must be submitted in accordance with the Company's Complaints Handling Policy (separate document), available on the Company Website and/or upon request.

16.2 The Client agrees that complaint handling timelines, process, and escalation steps are governed by the Complaints Handling Policy, which is incorporated by reference into this Agreement.

17. Representations and Warranties

17.1 The Client represents and warrants that:

- a. the Client is at least 18 years old and has legal capacity;
- b. all information provided is true, accurate, complete, and kept up to date;
- c. the Client is duly authorised to enter into and perform this Agreement;
- d. entering into Transactions does not violate any law applicable to the Client;
- e. the Client understands the risks and terms of this Agreement;
- f. funds are not proceeds of crime and are not used for terrorist financing;

- g. the Client acts as principal and beneficial owner of funds and Transactions unless disclosed and accepted by the Company;
- h. there are no restrictions by authorities that would prevent performance of this Agreement.

18. Communication and Notices

18.1 Notices by the Client must be in writing and sent to the Company's designated email(s) and/or via the client portal. Electronic communication constitutes valid written communication.

19. Account Closing Procedure, Default, Close-Out and Netting

19.1 Either party may terminate this Agreement by giving seven (7) business days' written notice. During the notice period, the Client should close open positions. The Company may refuse new orders and may close positions at the expiry of the notice period if the Client has not done so.

19.2 The Company may terminate this Agreement immediately and close open positions without notice where (non-exhaustive):

- the Client fails to make any payment when due;
- there are reasonable grounds to believe the Client breached this Agreement;
- Client activity may violate Applicable Regulations;
- the Client is insolvent/bankrupt or subject to similar proceedings;
- the Client dies or is of unsound mind (where applicable).

19.3 The Company may terminate immediately and may reverse/cancel Transactions where:

- the Client involves the Company directly or indirectly in fraud; and/or
- the Client's activity adversely affects the orderly functioning of the Trading Platform.

19.4 Following termination, obligations intended to survive remain in force. The Company may deduct all amounts due before transferring any credit balance, and may retain funds necessary to cover actual, pending, contingent, or reasonably anticipated liabilities.



19.5 Close-Out Netting: If an Event of Default occurs (including any circumstance under clauses 20.2–20.3, margin failure, fraud, abuse, or regulatory/compliance triggers), the Company may:

- a. close any or all open positions and cancel any pending orders;
- b. determine the close-out value of each Transaction in good faith using available market prices, liquidity, and execution conditions;
- c. convert all amounts into the Account base currency at a reasonable conversion rate; and
- d. net all mutual obligations (including realised/unrealised P&L, fees, charges, swaps, commissions, and any other amounts due) into a single net amount payable by one party to the other.

19.6 Immediate Payability: Any net amount owed by the Client to the Company becomes immediately due and payable upon calculation. The Company may set-off such amount against any balances or assets in any Account the Client maintains with the Company to the extent permissible.

19.7 Regulatory Holds and Reversals: Without limiting clause 1A, withdrawals and releases of funds following termination or close-out may be delayed, withheld, or reversed to comply with Applicable Regulations, verification requirements, disputes/chargebacks, or authority requests.

20. Cancellation Procedure

20.1 The Client has a period of 14 calendar days from acceptance of this Agreement to withdraw, provided the Client has not executed any Transaction. If any Transaction has been executed, this right does not apply.

21. Company Liability

21.1 Nothing in this Agreement excludes liability that cannot be excluded under Applicable Regulations.

21.2 The Company is not liable for losses arising from compliance actions, Client breach, abnormal market conditions, force majeure, communications failures, or third-party service disruptions outside the Company's control.

21.3 The Company is not liable for indirect or consequential losses (loss of profits, business, goodwill, data), except where such exclusion is prohibited by Applicable Regulations.



22. Severability

22.1 If any part of this Agreement is held unenforceable or illegal, it shall be deemed excluded and the remainder remains effective.

23. Miscellaneous

23.1 Set-off: The Company may set-off any liability under this Agreement or any other agreement between the parties across any Account(s) maintained by the Client to the extent permissible.

23.2 The Company may amend this Agreement from time to time and will notify the Client via the Website, platform, or written notice.

23.3 Survival: Clauses intended to survive termination (including liability, indemnity, set-off, netting, governing law, and regulatory provisions) shall survive.

23.4 Incorporation by Reference: The following documents (as updated from time to time) are incorporated by reference and form part of the contractual relationship:

- Conflict of Interest Policy
- Privacy Policy
- Complaints Handling Policy
- Bonus Terms & Conditions (general and/or promotion-specific)

In case of conflict between this Agreement and a promotion-specific Bonus Terms document, the promotion-specific terms prevail for that promotion.

24. Governing Law and Jurisdiction

24.1 This Agreement is governed by the laws of Saint Vincent and the Grenadines.

24.2 The competent courts for all disputes arising out of or in connection with this Agreement shall be the courts of Saint Vincent and the Grenadines, without prejudice to any mandatory rights under Applicable Regulations.





Governing Language

The English version shall prevail in all circumstances.

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Document Code: VT-CA-001

Last Updated: January 2026

