

Website: [www.wegolden.com](http://www.wegolden.com) | Email:  
[support@wegolden.com](mailto:support@wegolden.com)

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## **1. INTRODUCTION**

**This Client Agreement (“Agreement”) is entered into between We Golden (Pty) Ltd , a company incorporated under the laws of Saint Lucia, and any individual or legal entity who opens a trading account with the Company (“Client”).**

**It sets out the terms and conditions governing the provision of FX and CFD execution-only services by the Company to the Client.**

## **2. DEFINITIONS AND INTERPRETATION**

Unless otherwise stated:

**“Abusive Trading” means any form of trading activity that is considered abusive, unfair, or manipulative, including but not limited to scalping, latency arbitrage, front-running, price manipulation, use of automated trading systems exploiting delays or errors in price feeds, or any other technique intended to obtain unfair advantage or distort normal market operation.**

**“Negative Balance Abuse” means any trading pattern or conduct designed to intentionally benefit from temporary negative balances, margin gaps, or platform delays to the disadvantage of the Company.**

**“Affiliate” means any individual or entity directly or indirectly controlling, controlled by, or under common control with the Company.**

**“Authorized Representative” means a person who has been expressly authorized in writing by the Client to act on their behalf in connection with this Agreement.**

**“Base Currency” means the currency in which the Client’s account is denominated and all profits, losses, and balances are calculated.**

**“Business Day” means any day on which commercial banks in Saint Lucia are open for business, excluding weekends and public holidays.**

**“Client Portal” means the secured online area on the Company’s website through which Clients can access account details, submit documentation, make deposits or withdrawals, and receive notifications.**

**“Company” refers to We Golden (Pty) Ltd, its directors, officers, employees, successors, and permitted assigns.**

**“Contract for Difference (CFD)” means a financial derivative that allows trading on the difference between the opening and closing price of an underlying asset, including but not limited to currencies, commodities, indices, and cryptocurrencies.**

**“Execution-Only” means that the Company provides order execution services without offering investment advice, personal recommendations, or portfolio management.**

**“Force Majeure Event” includes but is not limited to acts of God, war, terrorism, civil unrest, system or communication failure, market closure, natural disaster, or any event beyond the reasonable control of the Company that prevents performance of obligations.**

**“Instrument” or “Financial Instrument” means any contract or derivative product made available for trading by the Company on its Trading Platform.**

**“Margin” means the amount of funds required to open or maintain a trading position.**

**“Margin Call” means the Company’s request to the Client to deposit additional funds to maintain open positions.**

**“Market Price” means the current price offered by the Company, derived from its liquidity Master Traders and market data feeds.**

**“Order” means an instruction by the Client to open or close a position in a Financial Instrument on the Trading Platform.**

**“Professional Client” means a client who meets the regulatory criteria and is classified as such by the Company, acknowledging reduced regulatory protection.**

**“Retail Client” means a client who does not meet the criteria for Professional or Eligible Counterparty classification and therefore enjoys the highest level of regulatory protection.**

**“Trading Account” means the electronic account opened by the Client with the Company for trading in Financial Instruments.**

**“Trading Platform” refers to the electronic trading system operated by the Company, including any related software, interface, or mobile application, used**

for the execution and management of trades in FX, CFDs, and other instruments.

“Underlying Asset” means the financial instrument, index, commodity, currency pair, or other asset upon which a CFD is based.

“Website” means the Company’s official website at [www.wegolden.com](http://www.wegolden.com), including any subdomains and secure client areas.

## **3. SCOPE OF AGREEMENT**

### **3.1 General Application**

This Agreement governs all trading activity and account types offered by We Golden (Pty) Ltd, including but not limited to Standard, ECN, and Cent Accounts, as well as any other account category that may be introduced in the future.

It applies to all products and services made available through the Company’s Trading Platform and Client Portal, including transactions in Foreign Exchange (“FX”), Contracts for Difference (“CFDs”) on commodities, indices,

cryptocurrencies, and other financial instruments as determined by the Company.

### **3.2 Execution-Only Services**

The Company operates strictly on an execution-only basis. This means that the Company provides order execution services without offering investment advice, financial consultation, asset management, or portfolio advisory services.

All decisions to trade are made solely at the Client's discretion and on the Client's own judgment. Any market information, analysis, commentary, or research material provided by the Company is of a general and educational nature and shall not constitute personalized investment advice or a solicitation to trade.

### **3.3 Independent Decision-Making**

The Client acknowledges and accepts that:

**The Company does not guarantee the performance of any trade or the profitability of any investment.**

**The Client is solely responsible for determining whether any transaction is suitable in light of their financial situation, experience, and investment objectives.**

**The Client understands that past performance of financial instruments does not guarantee future results.**

### **3.4 Account Eligibility and Access**

**The services under this Agreement are available only to Clients who meet the Company's internal compliance and risk assessment requirements, including KYC/AML verification.**

**The Company reserves the absolute right to accept or reject applications at its discretion and may restrict access to certain products, features, or leverage levels based on jurisdictional, regulatory, or risk considerations.**

### **3.5 Leverage and Margin Conditions**

**The maximum leverage available under this Agreement is 1:200, subject to the Company's risk management policies and applicable regulatory requirements.**

**The Company may reduce leverage or modify trading conditions at any time based on market volatility, account equity, instrument type, or compliance considerations.**

### **3.6 Minimum Deposit and Funding**

**Each account type has a specified minimum deposit requirement, as published on the Company's website or in the Schedule of Trading Conditions (Appendix II).**

**Currently, the minimum deposit to open a trading account is USD 10 or the equivalent in another base currency. The Company reserves the right to revise deposit thresholds, margin requirements, or available leverage at its discretion.**

### **3.7 No Custody or Advisory Relationship**

**The Client understands that the Company does not act as a fiduciary, advisor, or custodian of client funds beyond its regulatory segregation obligations.**

**The Company's responsibility is limited to executing client orders on a best-effort basis, maintaining client funds in segregated accounts, and providing transparent pricing and transaction reporting.**

### **3.8 Scope of Instruments**

**The instruments available for trading under this Agreement may include:**

**Spot FX pairs (major, minor, and exotic currencies)  
CFDs on indices, metals, commodities, and energy  
CFDs on cryptocurrencies and tokenized assets  
(where permitted)**

**Any other derivatives introduced by the Company from time to time.**

**The Company reserves the right to add, modify, or remove instruments without prior notice, based on liquidity conditions, regulatory requirements, or business decisions.**

### **3.9 Regulatory Boundaries**

**The Company operates under the regulatory framework of Saint Lucia and adheres to local laws and international standards concerning financial services, anti-money laundering, and investor protection.**

**This Agreement does not grant authorization to operate or solicit business in jurisdictions where the offering of such services may be restricted or prohibited.**

## **4. CLIENT ACCEPTANCE POLICY**

### **4.1 Right of Acceptance or Rejection**

**The Company reserves the absolute right to accept, reject, suspend, or terminate any application for the opening of a trading account at its sole discretion, without obligation to provide a reason.**

**Applications may be declined if, in the Company's opinion, the Client's background, financial standing, or source of funds raises compliance, reputational, or regulatory concerns.**

**The Company may also limit the availability of certain products, leverage levels, or trading instruments based on the Client's jurisdiction, risk profile, or regulatory restrictions.**

#### **4.2 Client Identification and Verification**

**In accordance with Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) regulations, all prospective Clients must undergo a complete Know Your Customer (KYC) verification process prior to activating their trading accounts.**

**The purpose of this process is to ensure that Clients are genuine individuals or legal entities and that their funds originate from legitimate sources.**

**The Company shall collect and verify the following documents and information:**

**For individual Clients:**

**A valid government-issued photo identification (passport, national ID, or driver's license) clearly**

**showing the Client's full name, date of birth, and photograph;**

**A recent proof of residential address, such as a utility bill, bank statement, or government-issued document not older than three (3) months;**

**Additional verification documents (e.g., income statement, tax return, source of funds declaration) may be required at the Company's discretion.**

**For corporate Clients:**

**Certificate of Incorporation and Memorandum & Articles of Association;**

**Proof of registered office address;**

**Copy of the corporate resolution authorizing account opening and trading;**

**List of directors, shareholders, and Ultimate Beneficial Owners (UBOs);**

**Identification and proof of address for each director and UBO holding 10% or more of shareholding.**

### **4.3 Enhanced Due Diligence (EDD)**

**Where the Company deems necessary, it may perform Enhanced Due Diligence on certain Clients, particularly in the following cases:**

**Clients originating from or residing in high-risk jurisdictions;**

**Politically Exposed Persons (PEPs) and their associates;**

**Clients engaging in large-value transactions or complex payment structures;**

**Clients utilizing third-party payment methods or cryptocurrency wallets.**

**Enhanced Due Diligence may involve requesting additional documents, video verification, verification of wallet ownership, proof of income, or declarations of fund sources.**

**Failure to comply with such requests may result in account suspension or rejection of application.**

#### **4.4 Ongoing Monitoring and Review**

**The Company conducts continuous monitoring of Client accounts and transactions to ensure ongoing compliance with AML/CFT standards.**

**This includes but is not limited to:**

**Periodic re-verification of identity documents;**

**Monitoring for unusual or suspicious activity;**

**Reviewing withdrawal and deposit patterns**

**inconsistent with the Client's profile.**

**The Company reserves the right to temporarily restrict, freeze, or terminate trading accounts pending completion of verification or review.**

**Any suspicious activity may be reported to the relevant Financial Intelligence Unit (FIU) or competent authority, in accordance with Saint Lucia's laws.**

#### **4.5 Accuracy and Truthfulness of Information**

**The Client confirms that all information and documents provided are true, accurate, and complete.**

**The Client undertakes to promptly notify the Company of any change in identification details, address, contact information, or beneficial ownership.**

**The Company shall not be liable for any loss arising from the Client's failure to maintain accurate and updated information.**

#### **4.6 Retention of Records**

**All KYC documents and transaction records shall be retained by the Company for a minimum period of five (5) years from the date of the account's closure or as required under applicable AML/CFT legislation.**

**Such records may be disclosed to competent authorities upon lawful request.**

#### **4.7 Third-Party Verification Master Traders**

**The Company may utilize independent electronic verification systems, database checks, and KYC service Master Traders to validate Client information.**

**By entering into this Agreement, the Client authorizes the Company to use such services for identity verification and fraud prevention purposes.**

#### **4.8 Prohibition of Third-Party Payments**

**For security and compliance reasons, the Company strictly prohibits deposits or withdrawals made by or to third-party accounts.**

**Funds must originate from and be remitted to the same account in the Client's name used for account registration.**

#### **4.9 Consequences of Non-Compliance**

**If the Client fails to provide requested documents or information within the timeframe specified by the Company, the account may remain inactive, restricted, or permanently closed.**

**The Company is under no obligation to return funds or profits derived from unverified accounts, subject to applicable AML regulations.**

## **5. COMMENCEMENT OF AGREEMENT**

## **5.1 Effective Date of Agreement**

**This Agreement becomes legally effective and binding upon the Client once the Client's trading account has been fully approved, verified, and funded in accordance with the Company's internal account-opening and AML/CFT requirements.**

**By proceeding with account activation, the Client acknowledges having read, understood, and accepted all terms and conditions contained herein.**

## **5.2 Electronic Consent and Acceptance**

**The Client's acceptance of this Agreement may be executed electronically through any of the following methods, all of which shall constitute valid and binding consent under applicable law:**

**Completing the online account-application form and clicking the "Accept," "I Agree," or equivalent confirmation button on the Company's website or trading platform;**

**Confirming acceptance via email, digital signature, or secure client portal; or**

**Funding the trading account or placing an order after being notified of these terms.**

**Electronic consent shall have the same legal effect as if the Client had signed a physical copy of this Agreement.**

### **5.3 Activation of Trading Rights**

**Upon successful verification and initial deposit, the Company will issue the Client with:**

**A unique trading-account number and login credentials;**

**Access to the Trading Platform and Client Portal; and Confirmation that trading services have commenced.**

**The Client shall be solely responsible for maintaining the confidentiality and security of such credentials and for all activities conducted under their account.**

### **5.4 Binding Nature of Transactions**

**All transactions executed through the Trading Platform after account activation are deemed to have been entered into pursuant to this Agreement and are irrevocably binding upon the Client.**

**Each trade, deposit, withdrawal, or corporate-action request constitutes a legal and enforceable contract between the Client and the Company, governed by the provisions herein and any supplementary terms, policies, or schedules published on the Company's website.**

### **5.5 Supplementary Policies and Agreements**

**The Client acknowledges and agrees that the following documents, as amended from time to time and published on the Company's website, form an integral part of this Agreement and are binding upon the Client:**

**Risk Disclosure Statement (Appendix I)**

**Order Execution Policy (Appendix III)**

**Complaint Handling and Refund Policy (Appendix IV)**

**KYC and Verification Requirements (Appendix V)**

**Any product-specific terms, fee schedules, or promotional conditions communicated by the Company.**

**By continuing to use the Company's services, the Client accepts any updates or amendments to these documents.**

### **5.6 Conditions Precedent to Trading Access**

**The Company may, at its discretion, withhold account activation until:**

**All required KYC/AML documents have been received and approved;**

**The Client's first deposit has cleared and been confirmed by the Company's payment team;**

**Any additional due-diligence or verification checks (including proof of source of funds) have been completed.**

**The Company shall not be liable for any delay in account activation caused by incomplete or inaccurate information supplied by the Client.**

## **5.7 Duration and Continuity of Agreement**

**This Agreement shall remain in force from its effective date until terminated by either party in accordance with the Termination Clause.**

**Any obligations or liabilities incurred prior to termination, including unsettled trades, fees, or disputes, shall continue to bind the Client and the Company until fully discharged.**

## **5.8 Updates and Modifications After Commencement**

**The Company may issue amendments, notices, or supplementary agreements reflecting changes to operational, technical, or regulatory requirements.**

**Continued use of the Company's services after publication of such amendments constitutes the Client's acceptance of the revised terms.**

## **5.9 Suspension Prior to Full Activation**

**If the Company identifies inconsistencies in Client information, suspicious transactions, or incomplete documentation prior to or shortly after activation, it**

reserves the right to suspend, freeze, or delay account access until all issues are resolved to the Company's satisfaction.

## **6. CLIENT CATEGORISATION**

### **6.1 General Classification**

In accordance with international regulatory standards and the Company's internal compliance framework, We Golden Ltd classifies each Client as one of the following categories:

**Retail Client**

**Professional Client**

**Eligible Counterparty**

The classification determines the level of regulatory protection, margin requirements, leverage limits, and disclosure obligations applicable to each Client.

## **7. CAPACITY AND REPRESENTATIONS**

### **7.1 Legal Capacity and Authority**

**The Client represents and warrants that they possess full legal capacity, power, and authority to enter into this Agreement, to perform all obligations hereunder, and to place orders or conduct transactions with the Company.**

**If the Client is a natural person, they affirm that they are of legal age and sound mind, and not subject to any legal disability or restriction preventing participation in online trading.**

**If the Client is a corporate entity, partnership, or trust, it further represents that:**

**It is duly incorporated, registered, and in good standing under the laws of its jurisdiction;**

**The person executing this Agreement on its behalf has been duly authorized by appropriate corporate resolution or legal mandate;**

**The execution and performance of this Agreement do not violate any law, charter, or contractual restriction binding upon it.**

## **7.2 Accuracy and Completeness of Information**

**The Client confirms that all information provided to the Company—whether during account opening, ongoing verification, or subsequent updates—is true, complete, accurate, and not misleading in any material respect.**

**The Client agrees to promptly inform the Company of any change in personal details, contact information, residency, or beneficial ownership.**

**The Company shall rely on the accuracy of such information for the purpose of:**

- Client categorisation and suitability assessment;**
- Compliance with AML/CFT and regulatory reporting obligations;**
- Risk profiling and account management.**

**The Company shall not be liable for losses, delays, or compliance issues arising from the Client's failure to maintain current and truthful information.**

### **7.3 Beneficial Ownership Declaration**

**The Client declares that they are the ultimate beneficial owner of the funds deposited into the trading account and that such funds are free from any lien, encumbrance, or third-party claim.**

**The Client further undertakes that no other person has any direct or indirect interest or control over the trading account unless expressly disclosed in writing and accepted by the Company.**

**Where the Client acts as an agent or on behalf of another person, the Client must disclose such relationship in advance and provide supporting documentation as required by the Company.**

#### **7.4 Authority to Trade**

**The Client authorizes the Company to act upon any instructions received through its authenticated trading systems or communication channels, including orders submitted electronically through the Trading Platform or Client Portal.**

**The Company shall be entitled to rely fully upon such instructions as valid and binding, without obligation to verify the authority or identity of the person issuing them, provided that appropriate login credentials or authentication have been used.**

### **7.5 Reliance on Representations**

**The Client acknowledges that the Company enters into this Agreement and provides access to its trading services in reliance upon the representations, warranties, and undertakings made by the Client herein.**

**Any false, incomplete, or misleading representation shall constitute a material breach of this Agreement and may result in immediate suspension, termination, or referral to competent authorities.**

### **7.6 Continuing Nature of Representations**

**All representations, warranties, and acknowledgements made by the Client shall be deemed continuing throughout the duration of this Agreement and shall be automatically**

reaffirmed each time the Client executes a transaction or communicates with the Company.

### **7.7 Indemnity for False Representation**

The Client agrees to indemnify and hold harmless the Company, its officers, employees, and affiliates from any loss, damage, or liability arising directly or indirectly from any false, inaccurate, or misleading representation or omission made by the Client.

### **7.8 Language and Understanding**

The Client confirms that they have sufficient knowledge of the English language (or the language in which the Agreement has been provided) to understand the terms, risks, and obligations under this Agreement.

The Client further acknowledges that they have had the opportunity to seek independent legal, financial, or tax advice before entering into this Agreement.

## **8. ASSURANCES AND GUARANTEES**

### **8.1 General Undertakings**

**The Client undertakes to conduct all trading activity in good faith and in accordance with this Agreement, the Company's internal policies, and applicable laws and regulations.**

**The Client further agrees to use the Trading Platform and any related services solely for lawful and legitimate trading purposes.**

## **8.2 Prohibition of Market Abuse and Manipulation**

**The Client expressly agrees not to engage in, directly or indirectly, any activity that constitutes or may be deemed market abuse or manipulation, including but not limited to:**

**Engaging in price manipulation of any financial instrument offered by the Company;**

**Disseminating false or misleading information that could influence market prices;**

**Executing transactions or entering orders that distort, or are intended to distort, the fair and orderly functioning of the market;**

**Colluding with others to influence bid/ask spreads, price movement, or liquidity in any manner;**  
**Using insider information or confidential data to gain trading advantage;**  
**Performing arbitrage or reverse trading practices using multiple accounts or related parties to exploit temporary market or pricing inefficiencies.**

### **8.3 Abusive Trading Practices**

**For the purpose of this Agreement, Abusive Trading shall include but is not limited to:**

**Scalping or placing multiple trades within extremely short time frames for the purpose of exploiting pricing delays or errors;**  
**Latency arbitrage, “sniping,” or exploiting delayed data feeds;**  
**Churning or excessive trading with no economic purpose other than to generate commission or bonuses;**

**Coordinated trading across multiple accounts, IP addresses, or entities to exploit bonuses, leverage, or margin rules;**

**Using expert advisors (EAs), bots, or algorithms designed to exploit platform inefficiencies or system vulnerabilities;**

**Executing trades during illiquid or news periods in a manner inconsistent with fair market behavior;**

**Engaging in “hedging” or “mirroring” strategies between multiple accounts in order to evade exposure or risk controls.**

#### **8.4 Use of Trading Platform**

**The Client agrees not to use any software, device, algorithm, or manual trading method that interferes with the normal operation of the Company’s systems, causes overload or manipulation of order flow, or otherwise disadvantages other market participants.**

**The Client must not transmit any virus, code, or data designed to damage, disrupt, or gain unauthorized access to the the Trading Platform.**

## **8.5 Company Monitoring and Risk Controls**

**We Golden (Pty) Ltd continuously monitors trading activity using automated systems and manual oversight to detect irregular, unfair, or prohibited trading behavior.**

**The Company reserves the right to:**

**Review and investigate any trading activity suspected of being abusive or manipulative;**

**Request clarification, documents, or proof of strategy from the Client to verify legitimacy of transactions;**

**Cancel, reverse, or amend any trade determined to have been executed in violation of this Agreement or in error;**

**Suspend, restrict, or permanently close accounts engaged in such behavior.**

## **8.6 Consequences of Violation**

**If the Company reasonably believes that a Client has engaged in Abusive Trading, Market Manipulation, or any activity contrary to the integrity of financial markets or the Company's interests, it may, without prior notice:**

**Suspend or permanently close the trading account;**  
**Void, cancel, or reverse trades, including profits generated through abusive or unlawful means;**  
**Adjust account balances or withdraw bonuses obtained through prohibited conduct;**  
**Freeze or withhold funds pending investigation;**  
**Apply legal remedies to recover damages or losses caused to the Company or third parties.**

### **8.7 Reporting to Authorities**

**We Golden (Pty) Ltd reserves the right to report any suspicious, fraudulent, or illegal activity to competent regulatory, law enforcement, or governmental authorities.**

**Such reports may include the Client's personal information, transaction history, and any supporting documentation as required under applicable AML/CFT, market abuse, or financial crime prevention laws.**

### **8.8 Indemnification**

**The Client agrees to indemnify and hold harmless We Golden Pty Ltd, its officers, employees, and affiliates from**

any claim, loss, liability, or expense arising out of or in connection with any breach of this Section, including but not limited to costs associated with investigations, legal actions, or regulatory sanctions.

### **8.9 Company's Final Determination**

The Company's determination regarding whether a Client has engaged in Abusive Trading, Market Manipulation, or other prohibited behavior shall be final and binding, based on its internal logs, pricing data, and trade records.

The Company is under no obligation to disclose the details of its detection systems or algorithms used to identify such activities.

## **9. SERVICES AND PRODUCTS OFFERED**

### **9.1 Nature of Services**

We Golden (Pty) Ltd operates strictly as an execution-only broker, providing Clients with electronic access to the global financial markets for the purpose of executing transactions in Spot Foreign Exchange (FX) and Contracts

for Difference (CFDs) on various underlying instruments, including currencies, metals, indices, commodities, and cryptocurrencies (where permitted).

The Company's role is limited to receiving, transmitting, and executing Client orders in accordance with its internal policies and order-execution procedures. The Company does not act as an investment advisor, portfolio manager, or fiduciary for the Client under any circumstance.

## **9.2 Execution-Only Relationship**

The Client acknowledges that all services provided are on an execution-only basis. The Company does not provide any of the following:

**Personal investment recommendations or trading advice;**

**Tax, legal, or accounting guidance;**

**Management or monitoring of the Client's positions;**

**Assessment of the suitability or appropriateness of any trade beyond regulatory minimum requirements.**

**All trading decisions and strategies are made solely by the Client, based on their own analysis, experience, and independent judgment.**

**Any market commentary, news, or research provided by the Company is offered for informational or educational purposes only and does not constitute investment advice.**

### **9.3 Range of Financial Instruments**

**The Company may offer one or more of the following instruments, depending on account type and jurisdictional restrictions:**

**Spot Foreign Exchange (FX): Major, minor, and exotic currency pairs traded on margin.**

**CFDs on Precious Metals: Including gold, silver, platinum, and palladium.**

**CFDs on Equity Indices: Covering major global indices such as S&P 500, NASDAQ, Dow Jones, FTSE, DAX, Nikkei, and others.**

**CFDs on Commodities: Including energy (crude oil, natural gas), agricultural, and other globally traded commodities.**

**CFDs on Cryptocurrencies: Digital assets such as Bitcoin, Ethereum, and other approved tokens, quoted against major fiat or stablecoin pairs, subject to local regulation and risk disclosure.**

**The availability of each instrument may vary depending on market conditions, liquidity provider arrangements, or regulatory approval.**

#### **9.4 Leverage and Margin Trading**

**The Client acknowledges that all trading in FX and CFDs is conducted on a leveraged basis, which allows a comparatively small deposit to control a larger notional position.**

**Leverage can amplify both profits and losses. The Company reserves the right to adjust leverage ratios at its discretion based on market volatility, account equity, trading volume, or risk management considerations.**

## **9.5 Execution Model and Counterparty Role**

**We Golden (Pty) Ltd may operate under one or more of the following execution models:**

**Straight-Through Processing (STP): Orders are transmitted directly to liquidity Master Traders or third-party execution venues.**

**Electronic Communication Network (ECN): Clients access aggregated interbank liquidity and variable spreads.**

**Market Maker (Dealing Desk): In some cases, the Company or its liquidity partners may act as principal counterparty to a trade.**

**The Client acknowledges and accepts that execution quality may vary depending on the model, market conditions, and connectivity.**

## **9.6 Right to Modify or Withdraw Products**

**The Company reserves the unrestricted right to add, suspend, modify, or remove any product, instrument, or**

**service at any time without prior notice, particularly in response to:**

**Changes in liquidity, technology, or market access;  
Regulatory restrictions or jurisdictional prohibitions;  
Force majeure events or extreme market conditions;  
Commercial or risk-management considerations.**

**The Company shall not be liable for any loss or inconvenience resulting from such actions.**

### **9.7 Pricing, Spreads, and Execution Conditions**

**All prices and spreads displayed on the Trading Platform are determined by the Company based on market data received from its liquidity Master Traders.**

**Prices may fluctuate rapidly, and the Client acknowledges that:**

**Quoted prices may differ from actual execution prices due to market volatility or latency;  
Slippage may occur during periods of illiquidity or high volatility;**

**The Company executes orders on a best-effort basis, considering price, speed, likelihood of execution, and market depth as outlined in the Order Execution Policy (Appendix III).**

### **9.8 Platform Access and Trading Hours**

**Trading services are provided through the Company's electronic platforms and may include desktop, web, and mobile versions.**

**The Company strives to maintain 24-hour trading availability, five (5) days per week, except during weekends, market holidays, scheduled maintenance, or force majeure events.**

**Temporary interruptions may occur due to server upgrades or network issues; the Company will take reasonable steps to restore services promptly but assumes no liability for interruptions beyond its control.**

### **9.9 Bonuses and Promotional Services**

**From time to time, the Company may offer trading bonuses, rebates, or promotional incentives.**

**Such programs are governed by separate Promotional Terms and Conditions published on the Company's website and may be modified or withdrawn at the Company's discretion.**

### **9.10 Regulatory Limitations**

**The Client understands that the services offered under this Agreement are governed by the laws of Saint Lucia.**

**The Company does not guarantee that its products or services comply with local laws or regulations applicable to the Client's country of residence.**

**It is the Client's responsibility to ensure that trading CFDs, FX, or cryptocurrencies is lawful in their jurisdiction before opening or using an account.**

### **9.11 No Guarantee of Profit or Performance**

**Trading in leveraged instruments involves a substantial risk of loss. The Company provides no guarantee—express or implied—of trading success, market performance, or income generation.**

Past performance of financial instruments or strategies shall not be considered a reliable indicator of future results.

## **10. INSTRUCTIONS AND ORDER HANDLING**

### **10.1 Method of Order Submission**

All trading orders shall be submitted electronically through the Company's proprietary or third-party Trading Platform, accessible via desktop, web, or mobile application.

The Company does not accept orders via telephone, email, or any unofficial communication channel, except in specific cases where the Company provides written authorization (e.g., during system maintenance or technical failure).

All orders placed through the Trading Platform are considered binding and shall be executed strictly in accordance with this Agreement and the Company's Order Execution Policy (Appendix III).

### **10.2 Best Execution Policy**

**The Company executes all Client orders on a best-effort basis, taking into account a combination of factors including price, cost, speed, likelihood of execution and settlement, market conditions, and overall order size.**

**While the Company aims to achieve the best possible result for each Client, it does not guarantee that execution prices will match quoted or displayed prices, particularly during periods of market volatility, illiquidity, or high trading volume.**

### **10.3 Execution Models**

**The Company may execute Client orders under one or more of the following models:**

**Straight Through Processing (STP) – Orders are transmitted directly to liquidity Master Traders.**

**Electronic Communication Network (ECN) – Orders are matched electronically within an aggregated liquidity pool.**

**Market Maker Model – The Company may act as principal counterparty to certain transactions.**

**The Company reserves the right to determine the execution method based on liquidity, technology, and risk management considerations.**

#### **10.4 Order Types and Execution Conditions**

**The Trading Platform supports multiple order types, including but not limited to:**

**Market Orders – Executed at the best available price at the time of receipt;**

**Pending Orders – Executed once the specified price is reached (Limit, Stop, Buy Stop, Sell Stop, Buy Limit, Sell Limit);**

**Stop Loss and Take Profit Orders – Automatically close open positions once predefined price levels are reached;**

**Trailing Stop Orders – Dynamically adjust stop-loss levels to protect gains as the market moves favorably.**

**Execution of pending or stop orders is not guaranteed at the requested price and may be subject to slippage in fast-moving markets.**

## **10.5 Slippage and Requotes**

**Due to rapid price fluctuations, orders may be executed at a different price from the one displayed at the time of submission.**

**This difference, known as slippage, may occur during news releases, low liquidity, or high volatility periods.**

**Positive Slippage: When execution occurs at a better price than requested.**

**Negative Slippage: When execution occurs at a worse price than requested.**

**In rare cases, requotes may occur if the requested price is no longer available; the Client will receive a new quote for acceptance or rejection.**

**The Company shall not be liable for losses arising from slippage or requotes.**

## **10.6 Order Execution Priority**

**Orders are executed in the chronological sequence in which they are received.**

However, in exceptional market conditions (e.g., during high volatility or limited liquidity), execution priority may depend on price availability and platform performance.

Partial fills may occur when only part of an order volume can be executed at the requested price.

### **10.7 Order Rejection and Cancellation**

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

**Insufficient margin or account balance;**

**Account restrictions or system errors;**

**Suspicion of abusive trading, arbitrage, or technical manipulation;**

**During abnormal market conditions, including force majeure or connectivity failure;**

**When the order violates the Company's internal policies, trading limits, or risk parameters.**

Rejected orders will not be executed, and the Client will be notified through the Trading Platform or Client Portal.

## **10.8 Delayed or Failed Execution**

**The Client acknowledges that order execution may be delayed or fail due to:**

**Poor internet connection or latency;**

**Platform overload during news events;**

**Disconnection from the server or third-party network failures;**

**Hardware or software malfunction on the Client's device.**

**The Company shall not be responsible for losses resulting from such issues, provided it acted with reasonable care and diligence.**

## **10.9 Market Hours and Trading Sessions**

**The Company provides trading access 24 hours per day, five (5) days per week, typically from 00:00 Monday to 23:59 Friday (platform time), excluding maintenance periods or public holidays affecting liquidity Master Traders.**

Certain instruments, such as commodities, indices, or cryptocurrencies, may have specific trading hours as published on the Company's website.

#### **10.10 Execution Acknowledgement and Trade Confirmation**

Each executed order shall generate an on-screen confirmation through the Trading Platform, displaying transaction details including instrument, trade size, price, and time of execution.

The Client must review all trade confirmations immediately and report any discrepancies to the Company within two (2) business days.

Failure to do so shall render the trade final and binding.

#### **10.11 Order Amendments and Cancellations**

The Client may modify or cancel pending orders through the Trading Platform prior to execution. Once executed, orders cannot be amended or reversed.

**During periods of high volatility or market gaps, modification or cancellation requests may be delayed or rejected due to rapid price movement.**

### **10.12 Company's Right to Aggregate or Split Orders**

**The Company may, at its discretion, aggregate multiple Client orders for execution where such aggregation is unlikely to disadvantage Clients.**

**Similarly, large Client orders may be split into smaller tranches to achieve better execution results or manage liquidity risk.**

### **10.13 Temporary Suspension of Trading**

**The Company reserves the right to suspend or restrict trading activity under the following conditions:**

**Scheduled maintenance or system upgrade;**

**Unexpected market closure or circuit breaker activation;**

**Force majeure events, including political or economic disruptions;**

**Regulatory intervention requiring suspension of certain products.**

**The Company shall endeavor to notify Clients in advance when possible.**

#### **10.14 No Guarantee of Execution**

**While the Company strives to maintain efficient and fair execution standards, it cannot guarantee:**

**Continuous availability of liquidity at all times;  
Execution at the exact quoted price; or  
Immediate processing during exceptional market conditions.**

**The Client accepts that execution speed, price, and slippage may vary based on market depth, volatility, and order size.**

#### **10.15 Disputes on Execution**

**If the Client believes an order has been improperly executed, they must notify the Company's Trading**

**Operations or Compliance Department within two (2) business days from the date of the trade.**

**All disputes shall be reviewed in accordance with the Company's Complaints and Dispute Resolution Policy (Section 28), using trading logs, price data, and execution records maintained by the Company.**

#### **10.16 Manifest Error / Quoting Error / Off-Market Price**

**The Company may, at its sole discretion and acting reasonably, determine that a quote, price, rate, spread, execution, or transaction has been affected by a manifest error, quoting error, off-market price, stale price, feed delay, technical malfunction, system failure, liquidity provider ("LP") error, or any other error (collectively, an "Error"). An Error may include (without limitation) obvious or material pricing discrepancies compared to the prevailing market, erroneous ticks, latency or transmission delays, or incorrect prices generated by third-party sources.**

#### **10.17 Right to Amend, Void, Re-Price and Correct**

**Where the Company determines that an Error has occurred, the Company reserves the right, without prior notice, to take any action it considers necessary to correct the Error, including (without limitation): (a) amending the terms of any Transaction; (b) re-pricing the Transaction to a price reflecting the fair market value at the time the Transaction was executed (as determined by the Company acting reasonably using its internal records and/or reliable external sources); (c) voiding or cancelling any Order or Transaction (in whole or in part); (d) closing any open position affected by the Error; and/or (e) making corresponding adjustments to the Client's Account balance, equity, margin, and/or trade history.**

#### **10.18 Consequences of Correction (Profits/Losses/Withdrawals)**

**Any profit, credit, benefit, rebate or advantage obtained by the Client directly or indirectly as a result of an Error may be cancelled, reversed, or removed, and any loss may be recalculated or adjusted accordingly. The Company may also suspend, delay, or refuse withdrawals and/or internal**

transfers of funds while an Error is being investigated and/or corrected.

### **10.19 Timing and Determination**

The Company may exercise its rights under Clauses 10.16–10.18 at any time upon discovery of the Error. The Company’s determination of whether an Error occurred, and the appropriate corrective action, shall be made based on the Company’s internal logs and records (including pricing and execution records) and, where relevant, external reference sources. The Client agrees to cooperate with any reasonable requests for information made by the Company in connection with an Error review.

### **10.20 Swap-Free (Islamic) Trading — Eligibility and Good Faith Use**

Where the Company offers a swap-free / Islamic account or swap-free status (the “Swap-Free Feature”), the Swap-Free Feature is provided solely for eligible Clients and must be used in good faith and for its intended purpose. The Company may request documentation or information to confirm eligibility at any time. The Company may approve,

deny, revoke, or modify the Swap-Free Feature at its sole discretion.

### **10.21 Prohibited Swap-Free Practices (Swap-Free Abuse)**

The Company may determine that the Client has engaged in misuse or abuse of the Swap-Free Feature (“Swap-Free Abuse”), including (without limitation): (a) entering into trades or holding positions primarily to obtain a benefit from the absence of swaps/financing rather than to take genuine market risk; (b) hedging or offsetting positions (including across multiple accounts or related parties) to neutralize market exposure while extracting financing advantages; (c) using multi-account, mirroring, or coordinated strategies to exploit the Swap-Free Feature; and/or (d) any arbitrage, manipulation, or trading pattern that the Company reasonably considers to be inconsistent with fair dealing or the intended purpose of the Swap-Free Feature.

### **10.22 Rights and Remedies for Swap-Free Abuse**

If the Company determines, acting reasonably, that Swap-Free Abuse has occurred or is suspected, the

**Company may, without prior notice, take one or more of the following actions: (a) revoke the Swap-Free Feature and convert the account to standard swap terms; (b) apply, charge, or retroactively apply swaps/financing charges (or equivalent administrative fees) for the relevant period; (c) void, cancel, close, re-price, or amend any Orders or Transactions affected (in whole or in part); (d) cancel, reverse, or remove any profits, credits, rebates, or benefits derived directly or indirectly from Swap-Free Abuse; (e) adjust the Client's Account balance accordingly; (f) restrict trading, suspend the account, and/or terminate the Client relationship in accordance with this Agreement; and/or (g) suspend, delay, or refuse withdrawals while the matter is investigated and/or resolved.**

## **11. RECORDING OF COMMUNICATIONS**

**All telephone, electronic, and written communications between the Client and the Company may be recorded or monitored. Such records remain the exclusive property of We Golden (Pty) Ltd and may be used as evidence in case of dispute or regulatory request.**

## **12. CLIENT FUNDS**

Client funds are maintained in segregated bank accounts, separate from the Company's own funds, in accordance with client-money segregation rules. The Company is not liable for the solvency of third-party banks holding client funds.

## **13. SPREADS, LEVERAGE AND CONDITIONS**

Spreads and leverage ratios are set by the Company and may change without notice. The maximum leverage offered is 1: 200 and the stop-out level is 50 percent. Commissions and swaps are published on the Company's website.

## **14. ARCHIVED ACCOUNT POLICY**

Accounts with a zero balance and no trading activity for 30 consecutive days will be designated Archived Accounts and may be disabled until the Client requests reactivation.

## **15. DORMANT ACCOUNT POLICY**

**An account with no activity for 30 calendar days is treated as Dormant. A fee of USD 10 (or equivalent) is charged every 30 days until the account is re-activated or closed.**

## **16. MARGIN DEPOSITS, COLLATERAL AND PAYMENT**

**The Client must maintain sufficient margin to support open positions. If margin falls below required levels, the Company may automatically close positions at or below the stop-out level. All deposits must be made by approved methods and may be subject to AML verification.**

## **17. ACCOUNT REPORTING AND CONFIRMATION**

**The Company provides daily and monthly statements through the Client Portal. Clients must review and notify the Company of any errors within two business days of receipt.**

## **18. COMMUNICATION AND NOTICES**

All official communications are sent via email or the Client Portal. Notices sent to the Client's registered email address are deemed delivered upon transmission.

## **19. CONFLICTS OF INTEREST**

We Golden (Pty) Ltd maintains a formal Conflicts of Interest Policy to ensure fair treatment of all Clients. The Company or its affiliates may act as principal or counterparty to a transaction without impairing its duty to act honestly and professionally.

## **20. INDUCEMENTS AND REFERRALS**

The Company may pay or receive commissions or non-monetary benefits from third parties where permitted by law and where such arrangements enhance service quality without conflict with the Client's best interest.

## **21. BUSINESS INTRODUCERS AND AFFILIATES**

The Company may cooperate with introducing brokers or affiliates who refer clients. These parties act solely as

**introducers and are not authorized to provide investment advice or hold client funds.**

**We Golden (Pty) Ltd remains fully responsible for execution and maintenance of all client accounts.**

## **22. CLIENT ACKNOWLEDGEMENTS**

**The Client acknowledges that trading in foreign exchange and CFDs is speculative and may result in loss of the entire investment.**

**No profit is guaranteed, and past performance does not ensure future success.**

## **23. RISK DISCLOSURE**

**The Client confirms receipt of the Risk Disclosure Appendix (I) and understands the risks associated with leverage, liquidity, and market volatility.**

**The Client bears full responsibility for monitoring open positions and margin requirements.**

## **24. REPRESENTATIONS AND WARRANTIES**

Each party represents that it has full authority to enter into this Agreement.

The Client warrants that all information supplied is true and complete and agrees to update the Company of any changes promptly.

## **25. INDEMNITY AND LIMITATION OF LIABILITY**

The Client shall indemnify and hold harmless the Company from any loss or liability arising from unauthorized use of the account or breach of this Agreement.

The Company shall not be liable for losses caused by market events, system failures, or Force Majeure.

## **26. PROHIBITED TRADING PRACTICES**

Clients must not engage in front-running, churning, price manipulation, or use of software that exploits latency.

We Golden (Pty) Ltd may cancel or reverse trades found to breach these rules.

## **27. ABUSIVE TRADING AND NEGATIVE BALANCE ABUSE**

If the Company determines that a Client has engaged in abusive trading or negative balance abuse, it may adjust balances, reverse transactions, recover losses, and close all positions without notice.

## **28. EVENT OF DEFAULT**

An Event of Default occurs if the Client fails to meet margin requirements, becomes insolvent, or is subject to fraud investigation.

Upon default, the Company may close positions and apply client funds toward outstanding obligations.

## **29. AMENDMENTS AND MODIFICATIONS**

The Company may amend this Agreement by posting updated terms on its website or Client Portal.

Continued use of the services constitutes acceptance of those amendments.

## **30. DATA PROTECTION AND INFORMATION DISCLOSURE**

Client information is handled in accordance with data-protection legislation and the Company's Privacy Policy.

The Company may disclose information to regulators or law-enforcement agencies when required by law.

## **31. ADVICE AND INFORMATION DISCLAIMER**

Any commentary, analysis, or educational content from the Company is of a general nature and does not constitute investment advice. The Client alone is responsible for all trading decisions.

## **32. CHARGEBACK POLICY**

In case of a payment dispute, the Client must first contact the Company to resolve the issue. Initiating a chargeback without prior notice constitutes breach of this Agreement and may result in suspension or legal recovery of associated costs.

### **33. FORCE MAJEURE EVENTS**

The Company shall not be liable for any delay or failure in performance caused by Force Majeure Events including natural disasters, war, terrorism, power failure, regulatory intervention, or market closure. During such events, the Company may suspend trading or cancel orders.

### **34. DEMO ACCOUNTS AND TEST ACCOUNTS**

Demo accounts are provided solely for training purposes. Conditions and pricing may differ from live accounts, and the Company is not responsible for reliance on demo performance.

### **35. TERM AND RENEWAL**

**This Agreement remains effective until terminated by either party. The Client may request closure after all open positions are settled and obligations satisfied.**

## **36. TERMINATION AND ACCOUNT CLOSURE**

**The Company may terminate this Agreement immediately for breach, fraud, or false information. Upon termination, remaining balances will be returned after deducting outstanding charges.**

## **37. MISCELLANEOUS PROVISIONS**

**If any provision is found invalid, the remainder shall remain in effect. Failure to enforce any right does not constitute waiver. Headings are for convenience only.**

## **38. TAX INFORMATION AND COMPLIANCE**

**The Client is solely responsible for all taxes arising from trading activities. We Golden (Pty) Ltd may disclose**

information to tax authorities as required under applicable law or international agreements.

## **39. GOVERNING LANGUAGE**

This Agreement is executed in English, which shall prevail over any translation.

## **40. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the laws of Saint Lucia. Any dispute shall fall under the exclusive jurisdiction of the courts of Saint Lucia.

## **APPENDIX I – RISK DISCLOSURE STATEMENT**

Trading in foreign exchange (“Forex”) and Contracts for Difference (“CFDs”) carries a high level of risk and may not be suitable for all investors. The products offered are complex instruments that use leverage, which can work both to your advantage and disadvantage. Before deciding to trade, the Client should carefully consider their

investment objectives, level of experience, and risk appetite.

### **Leverage Risk**

Leverage can significantly magnify both gains and losses. A small market movement may result in substantial profit or loss relative to the funds deposited. The Client may be required to deposit additional margin funds on short notice to maintain open positions. Failure to meet margin requirements may result in the automatic liquidation of positions at a loss, and the Client will be responsible for any resulting deficit.

### **Market and Volatility Risk**

Currency prices and CFD values are subject to rapid and unpredictable fluctuations caused by economic events, interest rate changes, political instability, or natural disasters. These market movements can result in significant losses, including losses greater than the initial deposit.

### **Liquidity Risk**

**Certain market conditions may make it difficult or impossible to execute orders at desired prices. This includes times of high volatility, reduced market depth, or illiquid trading hours. Under such circumstances, stop-loss orders may not be effective.**

### **Technical and Operational Risk**

**The Client acknowledges the risks associated with online trading, including but not limited to system errors, internet connectivity failures, delayed price feeds, and platform downtime. The Company shall not be liable for any loss arising from such technical issues beyond its control.**

### **Counterparty and Credit Risk**

**Trading CFDs and Forex involves reliance on the Company or its liquidity Master Traders to fulfill contractual obligations. If the counterparty becomes insolvent or fails to meet its obligations, the Client may suffer partial or total loss of funds.**

### **Regulatory and Legal Risk**

**Changes in regulations, tax laws, or trading restrictions imposed by governmental or regulatory authorities may affect the trading conditions or profitability of transactions.**

### **Client Responsibility**

**The Client should only trade with funds they can afford to lose. It is the Client's responsibility to understand all associated risks and ensure that they have adequate knowledge and experience to engage in leveraged trading. The Client is strongly advised to seek independent financial, legal, and tax advice before engaging in any trading activity.**

### **Past Performance**

**Past performance of financial instruments or strategies does not guarantee future results. No representation is made that any account will achieve profits or losses similar to those discussed in any promotional materials or trading examples.**

**By signing this Agreement, the Client acknowledges that they have read, understood, and accepted all risks**

associated with trading Forex and CFDs. The Client further confirms that they have the financial ability and willingness to assume such risks.

## **APPENDIX II – SCHEDULE OF TRADING CONDITIONS**

<b>Account Type</b>	<b>Minimum Deposit</b>	<b>Leverage</b>	<b>Stop-Out Level</b>	<b>Dormant Fee</b>	<b>Archived Account</b>
<b>Standard</b>	<b>USD 10</b>	<b>1 : 100</b>	<b>20 %</b>	<b>USD 10 / 30 days</b>	<b>After 30 days 0 balance</b>
<b>ECN</b>	<b>USD 10</b>	<b>1 : 100</b>	<b>20 %</b>	<b>USD 10 / 30 days</b>	<b>After 30 days 0 balance</b>
<b>Cent</b>	<b>USD 10</b>	<b>1 : 100</b>	<b>20 %</b>	<b>USD 10 / 30 days</b>	<b>After 30 days 0 balance</b>

**Verification Documents Required: Passport or ID, Utility Bill or Bank Statement**

**Inactive Account Policy: Dormant after 30 days without trading**

**Stop-Out Mechanism: Automatic closure below 20 % margin**