



**PARKWAY  
MARKET**

<https://www.parkway-market.com/>

# **TERMS ON INVESTMENT SERVICES**

(Last Updated: February 18, 2025)

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## 1. INTRODUCTION

1.1. These Terms and Conditions on Investment Services (the “Terms”) are issued by **Parkway Global Capital Limited** (“PARKWAY MARKET,” “we,” “us,” or “our”), a company incorporated under the laws of Saint Lucia with registration number **2023-00370**. Our registered office is located at **Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia**.

1.2. PARKWAY MARKET is authorized to provide trading in financial and commodity-based derivative instruments and other securities (“Investment Services”). These Terms set out the basis upon which PARKWAY MARKET will provide you with the Investment Services. These Terms supersede all of PARKWAY MARKET’s previous terms and conditions and any amendments thereto and are effective from either the specified date or the date you commence a business relationship with PARKWAY MARKET.

1.3. PARKWAY MARKET may run promotions from time to time which are subject to both these Terms and any additional promotion-specific terms which are incorporated into these Terms by reference. The promotion-specific terms can vary by country or by promotion. You should ensure that you read the specific conditions that apply to each promotion.

**1.4. THESE TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND PARKWAY MARKET, AND IT IS IMPORTANT THAT YOU READ THEM CAREFULLY.** If you have any questions about these Terms, you should contact us as soon as possible and/or seek independent legal advice.

## 2. DEFINITIONS

2.1. For the purposes of these Terms, the following terms shall be interpreted as follows:

- **Affiliated Party:** Means a person or entity that owns or controls, is owned or controlled by, or is under common ownership with PARKWAY MARKET.
- **Agent:** Means a third person acting on behalf of a Client based on either a contractual relationship between the Client and the third person or a binding decision of authority (Power of Attorney) stating that the third person is a legal representative of the Client.
- **AML Policy:** Means a set of internal rules and measures imposed upon the employees, vendors, partners, and any external party involved in Client referral, Client onboarding, and transaction processing, of PARKWAY

MARKET with the purpose of abiding by and/or being compliant with applicable laws on the prevention of money laundering and terrorist financing. The [AML Policy](#) can be found on the Website.

- **Bid-Ask Spread:** Means the difference between the highest price a buyer is willing to pay (Bid) and the lowest price a seller is willing to accept (Ask) for a financial instrument. This spread represents the cost of executing a trade and may vary depending on market conditions and liquidity.
- **Business Day:** Means any day other than a Saturday or Sunday where the banks are open for general commercial business.
- **Client:** Means any person who has in their own name entered into a Contract (as defined below) and so established legal rights and obligations between themselves and PARKWAY MARKET arising from and in compliance with the Contract and other documents, which are declared to be an integral part of the Contract.
- **Client Account:** Means MyPARKWAY MARKET and all Trading Accounts under the MyPARKWAY MARKET Profile.
- **Closing Position:** Means the process of termination of an opened position. Once this process is successfully completed, legal rights and obligations related to the concerned position terminate together with the position, in which such position is then considered as closed.
- **Complaint:** Means an expression of dissatisfaction by a Client (or potential Client) relating to an Investment Service or product provided or offered by PARKWAY MARKET.
- **Complementary Services:** Means services that are related to and accompany Investment Services. Complementary services are provided by PARKWAY MARKET without further notice or special consideration from the Client whenever such services are necessary to enable or facilitate the provision of Investment Services.
- **Conflict of Interest:** Means a situation in which there is a potential of weakening impartiality of one of the parties to the Contract because of a discrepancy between the party's interest concerning the Contract and other professional or self-interest. It also means cases of discrepancy between parties' interests and public interest.
- **Contract:** Means the applicable contractual framework in relation to Investment Services provided by PARKWAY MARKET. It is entered into by PARKWAY MARKET and the Client and includes the legal documentation considered to be an integral part of the Contract, namely account application filled by the Client, these Terms, Full Risk Warning, AML Policy, Trading Execution, FATCA & CRS, and Privacy Policy as updated from time to time and available on the Website.
- **Currency:** Means a medium of exchange in the form of money, which is issued by a government and circulated within an economy. Currency is the basis for trades on the foreign exchange market.

- **Deactivation:** Means the closure of all Trading Accounts and termination of the Contract, and access to MyPARKWAY profile becomes restricted.
- **Exchange Rate:** Means the rate between two currencies in which one currency will be exchanged for another.
- **FATCA:** Means Foreign Account Tax Compliance Act.
- **Financial Instruments:** Means the investment instruments and investment products that PARKWAY MARKET makes available as part of the Services.
- **Introducing Partner:** Means a person acting as an agent by referring Clients to PARKWAY MARKET based on a contractual relationship between PARKWAY MARKET and such person. Unless stated otherwise in the agreement between PARKWAY MARKET and such person, the Introducing Partner has no right to act in the name of PARKWAY MARKET.
- **Investment Questionnaire:** Means a series of questions concerning a potential Client's financial background, trading experience, knowledge, plans, and investment goals.
- **Joint Account:** Means a Trading Account owned by two or more persons, all of them acting as one Client.
- **Leverage:** Means the use of borrowed capital to be able to make larger trades with a limited amount of money.
- **Login:** Means a unique username and Password, which allows Clients to access the Trading System.
- **Market Data:** Means the stream of Quotations and market information provided by PARKWAY MARKET to the Client.
- **Market Execution:** Means the method of execution when the Clients are opening or closing their position(s). These orders go to the open market where they are filled at the best available price. There is a delay before the trade is placed and when it is filled. This method of execution does not allow stop-loss and profit from orders to be specified and set at the moment of placing a new trade.
- **MyPARKWAY:** Means a means of distant communication for the purpose of facilitating the process of entering into the Contract, management of the Trading Account, and gathering necessary information about PARKWAY MARKET's Clients. MyPARKWAY forms a significant part of the Trading System.
- **Opening Position:** Means the process of establishing or entering into a trade. Once this process is started, legal rights and obligations related to the concerned trade arise. Once this process is successfully completed, an opened position is established.
- **Parent Order:** Means the initial order placed by the Client to buy or sell a financial instrument.
- **Password:** Means a sequence of characters, which is used to determine a person requesting access to the Trading System.
- **Power of Attorney:** Means a written authorization of a third person to represent the Client and act on the Client's behalf.

- **Quotation:** Means specified prices of Financial Instruments offered at specific times to the Client.
- **Reactivation:** Means regaining full access to MyPARKWAY profile and opening of a new Trading Account.
- **Spread:** Means a variable difference between the price at which a client may buy and sell a particular Financial Instrument. This variable spread varies within a certain range. This range is movable according to the internal bank market.
- **Stop Loss:** Means a risk management tool used by Clients to limit potential losses on a trade.
- **Technology Provider:** Means a third party providing PARKWAY MARKET with necessary technical means based on a contractual relationship between such person and PARKWAY MARKET. The Technology Provider is not an employee of PARKWAY MARKET.
- **Trading Account:** Means an account opened with PARKWAY MARKET solely in the name of the Client for the purpose of registering the balance and all Transactions concerning funds of the Client.
- **Trading Hours:** Means time frames during which the transactions on particular Financial Instruments can be executed.
- **Trading Platform:** Means the online trading platform(s) made available by PARKWAY MARKET to its Clients.
- **Trading System:** Means a complex of software and internet-based applications provided by PARKWAY MARKET to the Client in a way of connecting to the dedicated servers designated for that purpose by PARKWAY MARKET, and facilitates the process of provision of Investment and Complementary Services.
- **Transaction:** Means an agreement between two parties (the buyer and the seller). It states that the seller will pay the buyer the difference between the current value of an asset and its value at "contract time". If the difference is negative, the buyer pays the seller instead.
- **Transaction Account:** Means one or more accounts, which have successfully passed the process of Verification.
- **Transaction Confirmation:** Means an automatic written confirmation of successful execution of a Transaction. The confirmation is generated by the Trading System and shows up in the list of Transactions within the Trading Account.
- **Transaction Credit Card:** Means one or more credit or debit cards, which have successfully passed the process of Verification.
- **Transaction Margin:** Means collateral in the form of monetary funds, which is necessary to be provided by the Client for each opened position.
- **Transaction Order:** Means an order placed by the Client for PARKWAY MARKET to conclude a Transaction.
- **Verification:** Means the process or act of checking and potentially confirming the truth and validity of information provided by the Client to PARKWAY

MARKET. Such information concerns the Client's background, personal (and corporate, if applicable) and account details and is verified by requested documentation, as described herein and in the Contract. Without due and successful Verification, the Contract cannot be entered into.

- **Website(s):** Means [www.parkway-market.com](http://www.parkway-market.com) and any other website as may be added and updated by PARKWAY MARKET, in its sole and absolute discretion, from time to time.

### 3. GENERAL STATEMENTS AND PROVISIONS

3.1. These Terms govern the rights and obligations of the Client and PARKWAY MARKET arising from the Contract. As agreed in the account application, the Terms are an integral part of it, and as a consequence, both parties hereby agree and declare that they shall respect the rights of the other party and perform their own respective obligations duly, properly, and with reasonably expectable care. Unless stipulated otherwise herein, in the Contract, or in the other documentation governing the legal relationship between PARKWAY MARKET and the Client, or unless agreed otherwise upon the parties, the rights must be respected and obligations performed since the Contract is entered into and until the Contract is terminated with respect to conditions of terminations stated herein and in the Contract.

3.2. Any time in these Terms that the term "Contract" is referred to, unless stated otherwise, such referral also includes other documents forming an integral part of the Contract and are listed in the body of the Contract.

3.3. In these Terms, depending on the context, masculine might include feminine and neuter, singular includes plural, and vice versa.

3.4. PARKWAY MARKET reserves the right to amend or revise these Terms unilaterally by posting the revised Terms on the Website. The revised Terms shall be effective as of the time posted on the Website but will not apply retroactively. PARKWAY MARKET undertakes that these changes do not cause a fundamental change or deterioration of the status of a Client. Any such change can arise only with regard to the legitimate interests of the counterparties. The Client's continued use of the Investment Services and/or Complementary Services constitutes their acceptance of such revised Terms. If the Client does not agree with any such amendment(s), they may terminate their use of the Investment Services and Complementary Services and close their Trading Account(s).

3.5. Both parties hereby represent and warrant that when dealing with the other party concerning any matter arising out of the Contract, all the information they provide shall be truthful.

3.6. PARKWAY MARKET reserves the right to assign its obligations hereunder to any third party without any consent of the Client. These Terms are personal to the Client, and the Client cannot assign any rights or obligations under this Contract to any third party without the written consent of PARKWAY MARKET.

## 4. COMMUNICATIONS

4.1. Unless stated otherwise, any communication between PARKWAY MARKET and the Client, which relates to this Contract and its scope in any way, shall be done orally, by phone, email, or other electronic means including MyPARKWAY or by correspondence.

4.2. Notwithstanding Paragraph 4.1 and unless stated otherwise in these Terms, any amendments or supplements to the Contract and related documents shall be made in writing.

4.3. Any communication from PARKWAY MARKET shall not be deemed effective unless served to the Client. Any communication from the Client shall not be deemed effective unless accepted by PARKWAY MARKET.

4.4. The language used in the Contract, related documents, and their amendments shall be the English language. Whenever the Client is required to provide any document to PARKWAY MARKET, such document must be in the English language, unless required otherwise by PARKWAY MARKET or tacitly accepted.

4.5. The Client hereby acknowledges and agrees that PARKWAY MARKET makes, saves, and keeps records of all communication as described in Paragraph 4.1, regardless of whether such communication is made by phone, in writing, via MyPARKWAY, or in any other way. The content of such communication shall be considered confidential and serves only for the purpose of evidence and to comply with PARKWAY MARKET's AML Policy.

4.6. Whenever a communication as described in Paragraph 4.1 is carried out by email, the Client must use only one dedicated email address.

4.7. Actual contact information and details of PARKWAY MARKET are indicated and listed on the Website, while PARKWAY MARKET has the right to change them in

accordance with other provisions of these Terms at any time without any notice to the Client.

## 5. RISK ACKNOWLEDGMENT

5.1. The Client acknowledges and understands that trading and investment on foreign exchange are highly speculative, involve an extreme degree of risk, and are generally appropriate only for persons who can assume the risk of loss in excess of their margin deposit.

5.2. The Client further understands that because of the low Transaction Margin and high Leverage normally available in foreign currency trading, price changes in foreign currency trading may result in significant losses. Such losses may substantially exceed the Client's investment and Transaction Margin deposit. Any profit or loss arising as a result of a fluctuation in the exchange rate affecting the trading Currency shall be borne by the Client in full.

5.3. The Client warrants that they are willing and able, financially and otherwise, to assume the risk of foreign currency trading, and in consideration of PARKWAY MARKET carrying the Trading Account, the Client agrees not to hold PARKWAY MARKET and its Technology Providers responsible for losses incurred through following its trading recommendations or those of its employees, agents, or representatives.

5.4. The Client hereby acknowledges that any guarantee of profit or loss clearing cannot be given, and it is impossible to predict performance in foreign currency trading. The Client acknowledges that they have received no such guarantees from PARKWAY MARKET or from any of its employees, representatives, or any Introducing Partner and has not entered into this Contract in consideration of any such guarantees or similar representations.

5.5. All transactions effected for the Trading Account and all fluctuations in the market prices of the Transaction Orders carried are at the Client's risk, and the Client shall be solely liable therefore under all circumstances. Should the Trading Account end in debit, the Client warrants that they will pay PARKWAY MARKET the amount due.

5.6. PARKWAY MARKET shall not be held responsible for any delays or partial or total failures in any online (electronic) Trading Platforms or any communications facility or other causes beyond PARKWAY MARKET's reasonable direct control.

5.7. The Client understands and recognizes that the transactions to be conducted pursuant to this Contract are not conducted on a regulated market or exchange.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1. The Client further represents and warrants the following:

- If the Client is an individual, they are of sound mind, of legal age, and have full legal capacity to enter into this Contract.
- If the Client is a legal entity, it is validly incorporated and exists under the applicable laws of its jurisdiction, and its representatives are duly authorized to act on behalf of the entity.
- The execution of this Contract will not violate any laws, regulations, or policies applicable to the Client.
- All information provided by the Client is truthful, accurate, and not misleading.
- The Client has the financial capacity to endure any loss resulting from transactions under this Contract, except where losses arise from gross negligence or misconduct by PARKWAY MARKET.
- The Client is the sole beneficial owner of any funds transferred under the Contract, and such funds do not come from illicit sources.
- The Client has reviewed and fully agreed with all relevant policies, including PARKWAY MARKET's AML Policy, Privacy Policy, and Full Risk Warning, among others.
- The Client has had the opportunity to test the trading platform using a demo account to fully understand its functionality before engaging in actual trading.

## **7. CONCLUSION OF CONTRACT**

7.1. The Contract comes into effect when the Client makes the first deposit into their Trading Account, at which point legal rights and obligations are established between the parties.

7.2. A Contract is considered defective if either party was unaware of the facts or circumstances that would have reasonably led them to question the validity of the Contract, including but not limited to the provision of false or misleading information by either party.

7.3. The Client must fulfill the verification requirements outlined in the registration process, including submitting personal and financial documentation for identity verification and compliance with PARKWAY MARKET's Anti-Money Laundering (AML)

Policy.

## 8. TRADING ACCOUNT

8.1. Subject to these Terms, PARKWAY MARKET grants the Client a personal, limited, non-exclusive, fully revocable, non-transferable, and non-sub-licensable license to use the Trading Account solely for the Client's own use and benefit.

8.2. PARKWAY MARKET represents and warrants that while dealing with any monetary funds or other assets of the Client, it will act prudently and with due professional care. Furthermore, PARKWAY MARKET shall not disclose any confidential information related to the Trading Account to third parties unless:

- (a) it is necessary for the performance of obligations under this Agreement;
- (b) it is required by relevant authorities, administrative bodies, or courts as per the law;
- (c) it is expressly authorized by the Client in writing.

8.3. The information, documents, and data provided by the Client form part of the trading account. The Client is obligated to inform PARKWAY MARKET about any changes to such information or data and to ensure the information provided remains accurate and up to date. If necessary, the Client must submit supporting documents before the change takes effect or without undue delay.

8.4. PARKWAY MARKET shall open, maintain, and manage a Trading Account for the Client in accordance with the terms and conditions specified in this Agreement.

8.5. All operations concerning the Trading Account shall be conducted by both parties via the designated platform (e.g., MyPARKWAY), unless explicitly stated otherwise in the Agreement.

8.6. The Trading Account will be accessible through the designated platform after entering a pre-set username and password. The Client acknowledges and agrees that they are the sole authorized person to manage the Trading Account, including placing transaction orders, updating personal information, and fulfilling rights and obligations arising from this Agreement and these Terms.

8.7. The Trading Account shall be maintained in a currency chosen by the Client at the time of the Agreement's execution. The range of available currencies for the Trading Account will depend on PARKWAY MARKET's current offerings.

8.8. No interest shall be accrued or debited on the funds deposited into the Trading Account.

8.9. The funds deposited by the Client in the Trading Account will be held in one or more accounts with a financial institution on behalf of PARKWAY MARKET. The selection of the financial institution is at PARKWAY MARKET's discretion, but must comply with Clause 8.2. The Client must immediately notify PARKWAY MARKET of any unauthorized access or suspicious use of their account credentials, and PARKWAY MARKET will take immediate action to suspend the Trading Account.

## 9. DEPOSITS AND WITHDRAWALS

9.1. The funds deposited into the Client's Trading Account can only be used for the following purposes:

- (a) Settlement of transactions;
- (b) Payment of fees and commissions charged by each Trading Platform;
- (c) Coverage of transaction margin;
- (d) Withdrawal of funds;
- (e) Placement of new transactions;
- (f) Provision of collateral/security deposit.

9.2. If the funds in the Trading Account are insufficient to cover all the Client's transaction orders, the order of priority for using the funds in the Trading Account and any newly deposited funds will follow the sequence set out in Clause 9.1.

9.3. The Client acknowledges and agrees to the following deposit conditions:

- (a) All deposits must be made through the Transaction Account; otherwise, they will be rejected by PARKWAY MARKET;
- (b) Deposits must be made in the currency in which the Trading Account is maintained;
- (c) Deposited funds will become available for trading as soon as PARKWAY MARKET receives confirmation from the financial institution that the funds have been credited to PARKWAY MARKET's account.

9.4. The Client acknowledges and agrees to the following withdrawal conditions:

- (a) Withdrawal requests can only be made in writing via a withdrawal form or through the designated platform;
- (b) PARKWAY MARKET will process withdrawal requests, deducting applicable fees, and all withdrawals are subject to a minimum withdrawal amount as indicated on the platform;
- (c) Withdrawals will only be processed to the Transaction Account in the currency in which the Trading Account is held.

9.5. All transactions between the Client and PARKWAY MARKET will comply with PARKWAY MARKET's Anti-Money Laundering (AML) policy. PARKWAY MARKET will

only accept deposits from accounts that are in the Client's name and will not accept third-party deposits.

9.6. In certain cases, the Client may receive bonuses in the form of Credit. This Credit is awarded at PARKWAY MARKET's discretion and can be removed at any time. The Client is not entitled to claim the Credit as a legal right. Specific terms and conditions for bonus promotions will be provided separately.

## **10. PENDING/REJECTED DEPOSITS**

10.1. PARKWAY MARKET will inform the Client of any pending deposits (received but not credited to the Trading Account) , provided there are no issues (e.g., suspicious transactions or compliance reviews) that may require further assessment.

10.2. If requested by PARKWAY MARKET, the Client must provide relevant proof of deposit in a timely manner to assist in the resolution of any pending deposit issues.

10.3. If a pending deposit remains unresolved for 30 (thirty) calendar days as per Clause 11.1, PARKWAY MARKET will return the funds to the original sender.

## **11. CLIENT FUNDS**

11.1. Client funds deposited with PARKWAY MARKET shall be held in designated and segregated client money accounts with reputable financial institutions, such as credit institutions or banks. These funds will be segregated from PARKWAY MARKET's own assets to ensure proper protection.

11.2. PARKWAY MARKET will have possession or control over the Client's funds. These funds may be used for a set-off against any outstanding liabilities of the Client to PARKWAY MARKET, regardless of how many accounts the Client holds with PARKWAY MARKET.

11.3. Client funds may be placed in accounts denominated in a different currency than the Client's base currency. These funds may be held in omnibus accounts alongside funds of other clients, and PARKWAY MARKET will manage such funds in accordance with applicable legal and regulatory requirements.

## 12. FEES & CHARGES

12.1. The actual fees and charges for services provided by PARKWAY MARKET are specified in the list of fees and charges available on the PARKWAY MARKET website. These fees may vary based on the Client's location and the specific services used.

12.2. PARKWAY MARKET reserves the right to modify, add, or revoke any fees or charges. Clients will be notified of any such changes before the new charges take effect.

12.3. For any Transaction Order or other actions that may incur fees, the amount charged to the Client will be calculated according to the fee structure that was valid at the time the order was placed or the action was taken.

12.4. PARKWAY MARKET may impose a reasonable charge to cover the cost of providing real-time pricing data to the Client if the Client repeatedly accesses their Trading Account over an extended period without placing any Transaction Orders.

## 13. TRADING

13.1. For each Transaction Order, the Client must provide a Transaction Margin under the following conditions:

(a) The margin amount required is calculated as a percentage of the nominal value of the Transaction Order, and this percentage may vary depending on the type of financial instrument and the prevailing exchange rate.

(b) The Transaction Margin must be provided in the currency of the Trading Account.

(c) The funds used as Transaction Margin will be blocked for the duration of the position and will not be available for other uses.

(d) PARKWAY MARKET reserves the right to change the required Transaction Margin, and the Client will be notified without undue delay.

(e) The Client must ensure that the funds in their Trading Account exceed the required Transaction Margin for any open positions. If the available funds fall below the required margin, the Client must deposit additional funds or close positions to restore the margin requirement.

(f) If the funds on the Trading Account fall below 60% of the required margin for an open position, PARKWAY MARKET may close one or more positions without the Client's consent to mitigate the risk of falling below the required margin.

13.2. PARKWAY MARKET will provide systematic quotations of financial instruments, including buy and sell prices and the spread for each instrument. Information on

current spreads and prices will be available through the Trading System and on the PARKWAY MARKET website.

13.3. PARKWAY MARKET reserves the right to suspend quotations and trading for specific financial instruments, including but not limited to situations where trading on the underlying instrument is suspended or due to Force Majeure.

13.4. PARKWAY MARKET reserves the right to modify spreads without prior notice to the Client.

13.5. PARKWAY MARKET uses a Market Execution method for processing Transaction Orders. The Client acknowledges that:

- (a) There may be a slight delay between the placement of an order and its execution.
- (b) Stop Loss orders may be canceled if their price is considered invalid due to market conditions (e.g., if the stop price falls within the current bid-ask spread).
- (c) The Client is responsible for monitoring market conditions and ensuring that Stop Loss orders are set at valid levels.

13.6. PARKWAY MARKET has the right to refuse or revoke the execution of any Transaction Order in cases such as:

- (a) The order was executed by exploiting market failures or off-market rates.
- (b) A technical issue prevented the proper execution of the order.
- (c) A liquidity provider altered or canceled the transaction.
- (d) The order involves a breach of market rules or PARKWAY MARKET's internal policies.

13.7. The Client can only place Transaction Orders within the Trading Platform under the conditions specified in these Terms.

13.8. PARKWAY MARKET reserves the right to refuse to open a position at its discretion, without liability for any losses or potential profits.

13.9. Unless stated otherwise, the Client is fully responsible for any Transaction Orders or instructions executed via the Trading Account.

13.10. The Client may only place Transaction Orders that are permitted by PARKWAY MARKET, such as stop orders, limit orders, or contingency orders. PARKWAY MARKET may alter the available order types without prior notice to the Client.

13.11. Each Transaction Order can only refer to one particular financial instrument.

13.12. For a Transaction Order to be valid, it must include:

- (a) The Client's name and Trading Account identification;
- (b) The type of financial instrument, date, time, and volume of the order;

(c) The type and number of the Transaction Order.

13.13. A Transaction Order will only be executed if the Client has sufficient funds in their Trading Account to cover the required Transaction Margin. Otherwise, the order will be rejected.

13.14. Closing a position will terminate all rights and obligations arising from the position, unless stated otherwise. The financial result of the position closure will be settled by PARKWAY MARKET on the day the position is closed.

## 14. MARKET DATA

14.1. The Client hereby represents and warrants to PARKWAY MARKET that:

(a) The Client will limit its use of Market Data solely for Internal Use. "Internal Use" means access to and use of Market Data for performing research, analysis, preparing reports, and other data processing purposes, as well as for distribution and analysis within the Client's own organization (if an entity) or to the Client personally (if an individual). It does not include redistribution or providing access to Market Data to any third party, including but not limited to clients or customers of the Client, or any other non-client persons or entities. The Client shall ensure that any employee with access to Market Data understands its proprietary nature and treats it accordingly.

(b) The Client-entity shall display the Market Data only within a closed environment to third-party providers with whom they have a legal relationship, based on any relevant license or agreement with PARKWAY MARKET regarding the use, display, and/or redistribution of the Market Data. The Client-entity agrees to maintain all such licenses, agreements, and arrangements in full force and effect as long as they receive the Market Data under these Terms.

## 15. AGENTS

15.1. The Client may grant another user access to their Trading Account, allowing the latter to trade on the Client's Trading Account, subject to the provisions of Paragraphs 18.1 to 18.6 and this Agreement.

15.2. If an Agent is acting on behalf of the Client, PARKWAY MARKET shall request all necessary information and documents for the identity verification of such Agent and confirm the Agent's authority to act on behalf of the Client in the following situations:

- (a) When dealing with an Agent for the first time;
- (b) When any of the provided data or documents have expired;
- (c) Whenever PARKWAY MARKET deems it necessary in accordance with its Anti-Money Laundering (AML) Policy.

15.3. The provided documents must further establish a satisfactory legal basis for the Agent to carry out the proposed action; otherwise, PARKWAY MARKET will reject the action.

15.4. If the Agent's authority is based on a Power of Attorney, PARKWAY MARKET may, at its sole discretion, require the Client's signature on the Power of Attorney to be notarized, apostilled, and super-legalized. The Power of Attorney must include:

- (a) The detailed personal data of the Client;
- (b) The detailed personal data of the Agent;
- (c) A precisely defined scope of the acts the Agent is authorized to perform;
- (d) The Client's signature as the principal.

15.5. The Client agrees to assume full responsibility and liability for any unlawful conduct by the Agent and to indemnify PARKWAY MARKET against any loss, damage, or expense incurred as a result of the Agent's unlawful actions.

15.6. PARKWAY MARKET reserves the right, at its reasonable discretion, to refuse to accept instructions from the Agent or terminate the Agent's rights regarding any Trading Account. PARKWAY MARKET is not obligated to provide reasons for such a decision.

## **16. CLOSING OF TRADING ACCOUNT**

16.1. Legitimate reasons for closing a Trading Account include, but are not limited to:

- (a) Client's request;
- (b) An obligation imposed by an authority as described in Paragraph 23 of these Terms;
- (c) Suspicious activity on the Trading Account concerning Client identification, the origin of funds deposited, or other matters related to PARKWAY MARKET's AML Policy;
- (d) Reasonable suspicion of a breach of the Contract by the Client;
- (e) Reasonable suspicion of a violation of applicable laws, rules, or regulations by the Client;
- (f) A significant burden on the Platform due to a large number of Transaction Orders placed by the Client.

16.2. PARKWAY MARKET is obliged to explain to the Client the reason for closing the account upon request.

16.3. The Client acknowledges that PARKWAY MARKET has the full right to disable a Trading Account at any time, without prior notice, at its sole discretion.

## 17. TERMINATION OF CONTRACT

17.1. Upon the effective termination of the Contract, the following amounts become due and payable by the Client:

- (a) All outstanding fees, commissions, and charges;
- (b) Any expenses arising from the termination of the Contract or closing positions;
- (c) Any other losses or expenses arising from the Contract.

17.2. The Client acknowledges that the termination of the Contract shall not affect any Transaction previously entered into by the Client and shall not relieve any of the parties from any obligation arising out of the Contract and already existing at the time of the effective termination. PARKWAY MARKET shall have the right to cancel, unwind, or release the contractual parties from any transaction based on a breach of the Contract or applicable law.

17.3. Either party may terminate the Contract with one week (7 days) written notice. Such notice period will be initiated when the notice is effectively delivered to the other party. Upon written consent from both parties, the Contract may be terminated with immediate effect.

17.4. In case of termination of the Contract in accordance with Paragraphs 17.3 by the Client, such termination may occur only if there are no open positions on the Trading Account. Otherwise, PARKWAY MARKET shall close all open positions on the Trading Account at the time the termination of the Contract becomes effective.

17.5. PARKWAY MARKET has the right to terminate the Contract with immediate effect if:

- (a) The Client breaches any provisions of the Contract;
- (b) Any statements or representations provided by the Client are found to be false, untrue, or misleading;
- (c) A significant change occurs in the Client's status or their fitness and propriety;
- (d) A Conflict of Interests arises.

17.6. In the event of the Client's death (individual) or liquidation/insolvency (entity), the Contract shall terminate automatically the next Business Day after receiving official proof of such an event.

17.7. PARKWAY MARKET has the right to terminate the Contract with immediate effect if the Client's country of residence appears on international sanction lists as per PARKWAY MARKET's Client Domicile Policy.

17.8. Upon termination, any remaining balance will be reimbursed using the same method as the original deposit. If exceptional circumstances arise (e.g., inaccessible source or insufficient funds), PARKWAY MARKET may return the balance through a different method, ensuring compliance with PARKWAY MARKET's Anti-Money Laundering (AML) Policy. If the Client does not request a withdrawal within six months after termination, PARKWAY MARKET reserves the right to retain the funds.

## 18. DORMANT CLIENT ACCOUNT

18.1. If no activity is detected on the Client's Account for 30 consecutive days, the account will be classified as dormant, and an inactivity fee of USD 15 per month will be charged until the balance becomes zero. If the balance reaches zero or no funds remain, the Client has three months to reactivate the account by performing any action (e.g., deposits, withdrawals, trades). If the Client fails to reactivate within this period, the account will be deactivated and the Contract terminated. If any activity occurs during the three-month period, the account will become active again.

18.2. "Inactivity" is defined as no transactions (deposits, withdrawals, or transfers), no trading activity (opening new positions or maintaining existing ones), and pending orders on demo accounts do not count as activity.

18.3. In case of account deactivation, the Client may apply for reactivation.

18.4. PARKWAY MARKET reserves the right to close the Trading Account prior to the 30-day period, including but not limited to, if the Client requests closure or fails to complete verification.

18.5. PARKWAY MARKET reserves the right, at its sole discretion, to refuse the Client's request for reactivation.

## 19. TECHNICAL ISSUES

19.1. PARKWAY MARKET is not responsible for any loss arising from system failures, including but not limited to:

(a) Hardware or software failures, malfunctions, or misuse, either on the Client's or

- PARKWAY MARKET's side;
- (b) Poor or no internet connection on either side;
  - (c) Incorrect settings in the Trading System;
  - (d) Delayed updates of the Trading System.

## 20. DEFAULT

20.1. An "Event of Default" occurs under any of the following circumstances:

- (a) Failure to provide initial margin, hedged margin, or any other due amount under the Contract;
- (b) Failure to fulfill any pecuniary obligations to PARKWAY MARKET;
- (c) Failure to provide required information during verification processes;
- (d) A bankruptcy application is made for the Client, or if the Client is an individual, a receiver or trustee is appointed;
- (e) Any representation or warranty made by the Client becomes false, untrue, or invalid;
- (f) The Client is unable to pay debts when due;
- (g) The Client dies, is declared absent, or becomes of unsound mind;
- (h) The Client engages in fraudulent or illegal activity;
- (i) Action required by regulatory authorities or a court;
- (j) Material violation by the Client of applicable legislation, determined in good faith by PARKWAY MARKET;
- (k) PARKWAY MARKET suspects the Client is involved in money laundering, terrorist financing, or criminal activities;
- (l) The Client engages in any fraudulent or illegal activity relating to the Trading Account;
- (m) PARKWAY MARKET deems any activity in the Client's Trading Account suspicious;
- (n) Any other circumstance where PARKWAY MARKET reasonably believes action is necessary.

20.2. If an Event of Default occurs, PARKWAY MARKET may, at its sole discretion, take one or more of the following actions without prior written notice:

- (a) Terminate the Contract as outlined in Paragraph 17;
- (b) Consolidate Trading Accounts and offset balances;
- (c) Suspend or close the Trading Account;
- (d) Deny access to PARKWAY MARKET's Trading System;
- (e) Convert any currency;
- (f) Suspend, freeze, or close open positions or reject transaction orders;
- (g) Refuse to reactivate or open new Trading Accounts for the Client;
- (h) Reverse profits gained;
- (i) Cancel, unwind, or release parties from any executed transaction.

## **21. INDEMNIFICATION**

21.1. The Client agrees to defend, indemnify, and hold Parkway Global Capital Limited (PARKWAY MARKET), its Technology Providers, Affiliated Parties, and their respective employees, agents, successors, and assigns harmless from and against any and all liabilities, losses, damages, costs, and expenses, including attorney's fees and other legal expenses, incurred by PARKWAY MARKET arising from the following:

- (a) Client's failure to perform their obligations in full, arising out of the Contract, properly and on time;
- (b) Any of the representations and warranties made by the Client being untrue or incorrect;
- (c) Violation by the Client of any applicable law, rule, or regulation;
- (d) Gross negligence or willful misconduct by the Client.

21.2. Unless expressly stated herein, the Client also agrees to pay all damages, costs, and expenses, including attorney's fees, incurred by PARKWAY MARKET in enforcing any of the provisions of the Contract or any other agreements concluded between PARKWAY MARKET and the Client, and any transaction executed based on the Contract, to PARKWAY MARKET without delay. The Client's obligation stated in this paragraph arises upon the incurrence of the said costs.

## **22. DATA PROTECTION**

22.1. PARKWAY MARKET is committed to protecting all personal information of the Client, which it becomes aware of in connection with the business cooperation between the Client and PARKWAY MARKET. In this respect, PARKWAY MARKET is governed by the applicable laws, business practices, and good manners.

22.2. PARKWAY MARKET collects personal and non-personal information about the Client for business and marketing purposes. Such information may be shared with Affiliated Parties and business partners to transact business effectively, and the Client gives PARKWAY MARKET express permission to do so.

## **23. DECISIONS OF AUTHORITIES OR COURTS**

23.1. The Client hereby acknowledges that PARKWAY MARKET shall follow and duly

fulfill any and all requirements of relevant financial and other authorities or courts and perform any obligations imposed on PARKWAY MARKET during the period of performance of its business activities. In cases where such requirements or obligations are inconsistent with provisions of the Contract, the requirements and obligations imposed by authorities shall prevail and take precedence with no exceptions.

23.2. In case PARKWAY MARKET acts inconsistently with the provisions of the Contract as a result of the situation described in Paragraph 27.1, such acts are not considered to be a breach of Contract, and there is no responsibility arising on the side of PARKWAY MARKET for any damage or loss caused to the Client.

23.3. Upon request of a relevant financial authority, PARKWAY MARKET may disable the Trading Account(s) immediately and without any prior notice.

## **24. JURISDICTION AND GOVERNING LAW**

24.1. These Terms are governed and construed in accordance with the laws of Saint Lucia. Disputes resulting from or arising in relation to the Investment Services shall be submitted to the competent court of Saint Lucia unless the dispute can be settled amicably.

24.2. Nothing in Paragraph 24.1 will limit PARKWAY MARKET's right to commence proceedings in relation to any dispute or claim in any jurisdiction that PARKWAY MARKET considers appropriate, nor will the taking of proceedings in one or more jurisdictions preclude PARKWAY MARKET from taking proceedings in any other jurisdiction, whether concurrently or not, if and to the extent permitted by applicable law.

## **25. FINAL PROVISIONS**

25.1. In the event that the Client encounters any issues with the service provided by PARKWAY MARKET, it is recommended that the Client promptly (within three (3) days if the issue pertains to a Transaction or Transaction Order and within fifteen (15) days for other issues or concerns) reach out to PARKWAY MARKET's Support Team for assistance to address the concerns. If the Client finds that such concerns are not resolved to the Client's satisfaction by the Support Team, or if the Client prefers to submit a formal Complaint directly, the Client has the option to complete the Online Complaint Form. PARKWAY MARKET will review and evaluate the Client's

Complaint and aim to provide a written response within fourteen (14) days of receipt of the Complaint. The Client's right to take legal action is preserved regardless of the process described in this paragraph. Should the Client remain dissatisfied with PARKWAY MARKET's final response, or if no final response is received within the 14-day timeframe, the Client retains the option to escalate the Complaint to the Saint Lucia Financial Services Commission.

25.2. Both parties hereby agree that the Contract and these Terms can only be amended in writing. This rule shall not apply to situations described in Paragraph 3.4 of these Terms.

25.3. Unless stated otherwise herein, oral amendments, agreements, instructions, or Transaction Orders shall not be recognized or enforceable.

25.4. The Client understands, acknowledges, and agrees that PARKWAY MARKET may amend these Terms at any time. To meet the requirement of written form, PARKWAY MARKET shall provide notice to the Client of any such amendment or change by sending an email message to the Client and by posting the amended Terms on the Website. The Client agrees to be bound by the Terms of any such amendment.

25.5. In cases of Force Majeure, i.e., in situations beyond the control of any of the parties, preventing them from meeting their obligations under these Terms, no responsibility shall be taken for any harmful consequences or losses incurred by any party arising from such situations.

25.6. There is the possibility that certain ways of trading are capable of causing damage, unjust enrichment, etc., at the expense of PARKWAY MARKET. Such situations could be caused by willful usage of technical errors or defects, shuffling ways of trading, churning, unfair competitive practices, etc. Similar situations, but not limited to, could arise in cases when any method of trading is practiced disproportionately or aggressively (for example, in the use of high-frequency trading and/or latency arbitrage). The above trading strategies are considered abusive to PARKWAY MARKET and remain prohibited. PARKWAY MARKET reserves the right to withhold performance of contractual obligations (including payment of fees, etc.) in the case where any abusive trading is detected. It is in PARKWAY MARKET's sole discretion to determine the occurrence of abusive trading.

25.7. Any invalid or unenforceable provision of the Contract shall not affect any other provision hereunder, and the remainder of the Contract shall be valid and enforceable to the full extent permitted by law and the valid provisions of the Contract.

25.8. The Paragraphs and Paragraph titles and headings contained in these Terms are inserted for convenience and ease of reference only and shall be disregarded for

all other purposes, including the construction or enforcement of this Contract or any of its provisions.