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# CLIENT AGREEMENT

Terms and Conditions — November 2024

Company	STB Provider LTD
Reg. No.	2023-00478 (Saint Lucia)
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Type	Legal Document
Website	stbrokers.com

**IMPORTANT NOTICE:** This document is issued by STB Provider LTD and constitutes a legally binding agreement. Please read it carefully before proceeding. Leveraged trading involves significant risk. You may lose all invested capital.

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CONFIDENTIAL · STB PROVIDER LTD

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## STB PROVIDER LTD

A private limited company incorporated in and existing under the laws of the Saint Lucia, with registered address, Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

## TERMS AND CONDITIONS November 2024

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## IMPORTANT NOTICES PLEASE READ CAREFULLY

STB PROVIDER LTD. offers an execution-only service under these conditions.

foreign exchange (FX) and contracts for difference (CFDs) are complex financial instruments with a high risk of rapid loss of money because of leverage. you should consider whether you understand how foreign exchange and CFDs work and whether you can bear potential losses. a detailed explanation of the risks associated with these transactions can be found in our risk warning on our website. please ensure that you fully understand these risks before opening or closing a position with us.

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## IMPORTANT SUMMARY

These terms and conditions ("the Terms") define the contractual agreement between you and us for the provision of our services. The Terms govern each Position you open or close with us.

An up-to-date and definitive version of these Terms (as amended, restated, or supplemented from time to time) is available on our website. Changes will be communicated to the customer by email and via the user panel.

Trading in our Products may not be suitable for everyone. We recommend that our Products be traded only by individuals who:

Are capable of bearing a 100% loss of all funds invested; and

Have a high tolerance for risk.

### Risks

The value of underlying financial instruments to which you gain exposure via a CFD or other Product may fluctuate. You should understand the risks involved in trading our Products and seek independent advice if necessary.

Most of Our Products are leveraged, which involves a higher level of risk than direct investment in the underlying financial instruments (such as traditional share trading). As such, our Products may not be appropriate for all clients.

## No Ownership Interest in Underlying Financial Instruments

Trading our Products does not provide you with any rights to the underlying financial instrument. For instance, if the Product is a share CFD, you will not hold an interest in the actual share, nor does the CFD grant you any ownership rights over the underlying share.

Additionally, your trading with us is not conducted on an exchange or Market. We are a financial intermediary that uses electronic communications networks (ECNs) to give clients direct access to other participants in equity and currency markets., which means we help clients directly access stock or currency markets on ECNs that they would not have access to otherwise.

## Responsibility for Your Decisions

We provide an execution-only service. We do not and will not offer advice or manage any aspect of your Position, portfolio, or trading strategy. You must rely on your own judgment or discretion (or that of an independent third-party advisor) when deciding whether to open or close a Position.

## Acting as Principal

We will interact with you on the basis that you are acting as a principal, not as an agent on behalf of an undisclosed party. This means we will treat you as our client, and the funds in your account as belonging to you. You will be directly and personally responsible for fulfilling the obligations under each Position you open or close.

If you act on behalf of another person, whether or not you disclose this to us, we will not accept that person as an indirect client and will not owe them any obligation. Additionally, if someone else operates your account on your behalf, we reserve the right to terminate these Terms or close any open Positions without prior notice.

## Complaints

We take complaints seriously and have procedures in place to ensure they are addressed promptly and fairly. The support Department shall efficiently handle any complaint/ grievance received by the Clients. In case that the complaint/ grievance involves the Compliance Department, the complaint/grievance shall be handled by a member of the Senior Management. Details of our complaint procedure are available on our website.

## Market Abuse

By registering on our website to use the services, you may be subject to various market abuse regulations. Accordingly, you must not engage in any trading activity that could be considered Market Abuse.

If you conduct activities that are reasonably deemed improper or abusive, we reserve the right to void or cancel part or all of your Positions, close all of your trading accounts, terminate these Terms, seize any improperly earned profits, or take any other action we consider appropriate.

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## DISCLAIMER

this section provides a summary of key terms that govern our relationship with you. it is not exhaustive and should not be relied upon solely for deciding to enter into these terms or to investing, or to trade with us. you must read the entirety of these terms before acceptance.

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## SECTION ONE

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### Opening an account

#### Accepting You as a Client

*1.1.1 Client onboarding includes various processes to assess the suitability of your application to become a client. We reserve the right to decline an application at our sole discretion without providing a reason.*

#### Account

*1.2.1 For the purpose of our Services and the transactions described herein, subject to the Terms and Conditions set forth herein, we will facilitate the opening and operation of one or more accounts for you on our Online Trading Facility, to be denominated in a currency determined by you, in which all Transactions and/or Contracts entered into by you via our Online Trading Facility will be recorded your "Account"*

#### KYC and CDD Checks

*1.3.1 Before opening your account (and periodically thereafter or at our consider appropriate), we will conduct or update Know Your Customer (KYC) and Customer Due Diligence (CDD) checks in compliance with Applicable Regulations and our internal policies. You agree to provide all information we require promptly.*

*1.3.2 You acknowledge that we may use third-party organizations to verify the information you have provided.*

#### No RESPONSIBILITY FOR ACTIONS OF AN INTRODUCING PARTY

*1.4.1 If a third party (an "Introducing Party") introduces you to us, you acknowledge and agree that:*

Our responsibility is limited to providing our execution-only Services.

We do not have any responsibility for, or obligation to verify, the conduct, actions, representations, or advice of an Introducing Party, even if you relied on it when entering or managing a Position.

Subject to local regulations, we are not required to verify the legal standing or regulatory status of an Introducing Party.

#### Unless we have explicitly stated otherwise in writing:

An Introducing Party is independent of us.

An Introducing Party is not our agent, representative, or affiliate.

An Introducing Party is not authorized to make representations about us, our affiliates, or our services.

## **Operating Your Account via an Authorized Third Party**

***1.5.1 If the customer's account is managed by a third party, the company has the right to refuse any service to the customer.***

## **Account Security**

***1.6.1 You are responsible for keeping your Security Information confidential.***

***1.6.2 Other than when securely accessing your account, we (including our employees and affiliates) will never ask for your Security Information. We will never request your username or password, and you agree not to disclose this information to anyone.***

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## SECTION TWO

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### Our activities and services

#### Our Business Model

**2.1.1 Execution-Only Service:** *We operate on an execution-only, non-advisory, and non-management basis. We do not provide advice on the merits of Positions, deposit or withdrawal timing, tax implications, or any management services and the customer can control over how trade the market.*

**2.1.2 Straight-Through Processing (STP) Broker:** *We are a straight-through processing broker, quoting prices provided by certain Liquidity Providers through our Electronic Trading Services. These quotes represent prices at which we are prepared to deal with clients.*

**2.1.3 Quotes Are Indicative Only:** *Any quote provided is indicative and does not constitute an offer to open or close a Position at the quoted price. A Position is opened at the quoted price only once an Order is accepted by us.*

**2.1.4 No Reliance:** *We do not and are prohibited from providing:*

Advice on the merits of a Position.

Recommendations related to an open Position.

Investment, legal, regulatory, accounting, or tax advice regarding a Position.

You should not rely on any opinion, research, or analysis published by us or our affiliates as being a recommendation or advice. The customer is responsible for all their transactions.

**2.1.5 Information as General Guidance Only, in our discretion, we may provide:**

Information on a Position, including procedures, risks, and risk management methods.

Market views, trading ideas, or other information about our Products and Services.

This information is not a recommendation or advice on the suitability of any investment.

**2.1.6 Independent Appraisal:** *When you place an Order, you represent that you have independently assessed the risks involved and have the necessary knowledge or professional advice to evaluate the investment.*

**2.1.7 No Fiduciary Duty:** *Unless explicitly agreed in writing, our provision of Services does not create any fiduciary or agency relationship between us and you.*

#### Investment Services and Activities

**2.2.1 We offer the following investment services:**

Trading in global markets.

Trading in local markets.

All other investment and trading services that we offer

## Products

***2.3.1 Our list of Products is updated on our website. We determine which Products to offer based on internal policies and discretion and do not guarantee availability.***

## Communications on Our Services and Products

***2.4.1 We may contact you to discuss our Services and Products, and you agree that we may call you without an express invitation to do so. We may also provide you with general trading recommendations, market commentary and other information on our Platform, Website, through electronic communications or otherwise and you agree that we may contact you in such a way without an express invitation to do so. The fact that we make such a call or otherwise contact you does not imply that we consider our Services or Products suitable for you or that we are providing you with a personal recommendation or advice.***

promotions

***2.5.1 STB PROVIDER LTD strives to enhance and support the trading experience of its clients by offering additional capital, promotional products and special trading conditions through our bonus programmes and promotions. These offers are designed to add value to our clients and encourage active, fair trading within our terms and conditions. Any abuse of these promotions such as trading behaviour that is considered suspicious, exploitative or contrary to the principles of fair trading, including constant risk offsetting, profit manipulation or any other behaviour aimed at profiting unduly from the promotional offers, will not be tolerated and appropriate action will be taken.***

***2.5.2 We reserve the right, at our sole discretion, to review and investigate any trading activity that appears to abuse or attempt to abuse our bonus offers, promotions or trading conditions. If we detect such activity, we may take corrective action, including but not limited to:***

Cancellation of bonuses, promotions and related items.

Withholding or cancellation of winnings derived from such activities.

Restrict or terminate access to our services.

Taking legal action if necessary.

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## SECTION THREE

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### Placing an order

#### Overview

**3.1.1 You may open or close a Position with us (whether as a “buy” or “sell”) by placing an Order at the quoted price.**

**3.1.2 Quotes are based on either:**

The bid and ask price of the applicable instrument on the Underlying Market, or

The bid and ask price quoted on the Platform.

**3.1.3 Quotes are valid only at the time they are provided and are subject to change. Spreads, market conditions, and Position costs may fluctuate significantly based on current market conditions and our quoted price.**

The STB PROVIDER LTD, according to supply and demand quotes in acceptable volumes, which includes the spread between buy and sale price. The client can buy the asset at a higher price or sell it at a lower price.

A trade request can only be about a valid, current quote. A price may change at any time after the order is submitted till it is executed.

#### Placing an Order

**3.2.1 Orders can be placed electronically through the Platform, unless we notify you that an alternative method is required.**

**3.2.2 We act on an Order only once we have received it. We are not liable for any losses or damages from delays or non-receipt of an Order.**

#### Right to Decline an Order

**3.3.1 We may decline an Order at our discretion without prior notice, especially when the market is highly volatile or lacks liquidity. If we decline an Order, we will make reasonable efforts to inform you but will not be liable for any expenses, losses, or damages from the omission of notification.**

#### Amending and Canceling Orders

**3.4.1 Orders may only be withdrawn or amended with our consent.**

**3.4.2 A cancellation request will only be accepted if we have not acted on the Order.**

#### Order Handling and Execution Policy

**3.5.1 We execute Orders in accordance with our Order Execution Policy, available on our website. By accepting these Terms, you consent to the Order Execution Policy.**

**3.5.2 We will make reasonable efforts to execute Orders promptly but cannot guarantee execution in exact requested price. Orders will only be executed when the relevant Market or Underlying Market is open. If an Order is received outside of Market hours, it will be processed when the Market next opens. This may result in a less favorable price, for which we are not liable.**

There is no obligation for us to inform the client of the execution or non-execution of an order. The client's responsibility is to know all timeframes related to whether an order has been executed or still is active. In case of any doubts about making a trade, the client must contact the support department and obtain the necessary explanations regarding the validity of the trade.

## Order Aggregation

**3.6.1 We reserve the right to aggregate your Order with Orders from other clients for execution as a single Order. Aggregation may sometimes result in a less favorable price, and we are not liable for any such outcomes.**

## Authority to Act on Orders

**3.7.1 You authorize us to act on Orders given through approved channels, including the Platform, live chat, phone, email, or instant messaging.**

**3.7.2 By placing an Order, you agree to:**

Hold us harmless from losses, costs, fees, damages, expenses, claims, or liabilities resulting from our acting on your instructions.

Bear the risk of unauthorized or fraudulent Orders and indemnify us for any resulting liabilities.

**3.7.3 We reserve the right not to act on an Order if we reasonably believe:**

The person giving the Order exceeded their authority, or

Acting on the Order would violate applicable regulations, our Policies, or these Terms. If we accept an Order and later suspect a breach (Due to receiving the wrong price by LP), we may, at our discretion, close out the Position at the prevailing price or treat the Position as void.

**3.7.4 We are not obligated to verify the authority of any person who purports to act on your behalf.**

## Control of Orders

**3.8.1 We have the right, at our discretion, to set limits or parameters on your ability to place Orders. These limits may be amended, increased, decreased, removed, or added, and can include:**

Margin requirements.

Maximum Order amounts and sizes.

Our total exposure to you.

monitoring over the price (created by LP) at which an Order may be submitted, including Orders that deviate from market prices.

Any other limit or parameter that may be required under Applicable Regulations, Policies, or these Terms.

## Position Limits

**3.9.1 A limit on your Positions may be imposed by a Market or Underlying Market. We may require you to limit the number of open Positions at any time, and may, at our discretion, close out Positions to maintain these limits.**

## Prices and Open Positions

**3.10.1 We will provide you with "bid" and "ask" prices ("Price Quote(s)") in respect of Supported Securities through our Online Trading Facility or, in those instances where we have agreed to do so, through our Dealing department. The Price Quotes that we quote are determined by us and usually represent a mark- up or mark-down on inter-bank dealing rates. Our fees and charges are set out on our Online Trading Facility. Each price published shall be valid until the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by us**

**3.10.2 Each Price Quote shall be available for use in a dealing instruction for a Transaction and/or Contract with a principal amount not to exceed a maximum leverage amount, determined by us, published on our Online Trading Facility or otherwise notified to you ("Leverage"). You acknowledge that the prices and maximum Leverage we may offer to you may differ from prices and Leverage provided to other clients of ours and may be withdrawn or changed by us at any time, without prior notice and without any obligation or our end to provide any explanation and/or justification. We may in our absolute discretion and without prior notice to you, immediately alter, withdraw or refuse to deal on any Price Quote we may have published or cease the provision of Price Quotes altogether in some or all Supported Securities and for some or all value dates at any time and without any obligation or our end to provide any explanation and/or justification.**

**3.10.3 STB PROVIDER LTD Services are restricted to executing Transactions and/or Contracts in Supported Securities via our Online Trading Facility, at the Price Quotes displayed on our Online Trading Facility or otherwise communicated to you at your request.**

## Trading Relationship

**3.11.1 Our trading relationship with you is subject to the following:**

Terms and conditions of the Market or Underlying Market, including any brokers or clearing agents involved.

Applicable Regulations.

Our Policies.

Additional terms mutually agreed upon.

## Market Actions

**3.12.1 If a Market or Underlying Market takes an action affecting a Position, becomes insolvent, or is suspended, we may take any action deemed necessary to mitigate losses, and these actions are binding on you.**

If a Market or Underlying Market makes an inquiry regarding you, an Authorized Third Party, or a Position, you agree to cooperate and provide requested information in accordance with regulatory requirements.

## Governmental, Regulatory, and Law Enforcement Actions

**3.13.1** *If any governmental, regulatory, or law enforcement authority takes an action affecting our relationship or a Position, we may take necessary action at our discretion. If any such authority requests information about you or a Position, you agree to cooperate and provide the necessary information to us and the authority.*

## Confirmations

**3.14.1** *We will send you a confirmation at the end of each trading day detailing the Positions opened or closed that day. Confirmations will be available on the Platform or other designated electronic medium. You are responsible for notifying us if you do not receive a confirmation or if it contains errors. Absent manifest error, confirmations are binding unless you object in writing within five Business Days of receipt or we notify you of an error within the same period.*

## Market Abuse and Conduct

**3.15.1** *If we reasonably believe that you or an Authorized Representative has engaged in, or attempted, Market Abuse (such as manipulating quotes, our execution process, or the Platform), we may, at our discretion, take the following actions without prior notice:*

- Claim any money owed under a Position.
- Void or cancel all open Positions from their inception.
- Withhold or set off funds suspected to result from Market Abuse.
- Close open Positions or make limits for the account.
- Adjust the Equity in your Account.
- Suspend or terminate your Account.
- Terminate these Terms without a court order due to our policies.
- Take other actions as deemed appropriate.

**3.15.2** *You agree not to engage in Market Abuse or encourage others to do so. You represent and warrant that you understand the Applicable Regulations regarding Market Abuse and acknowledge that we may monitor your Orders and have a legal obligation to report certain activities to authorities.*

## Anti-Money Laundering (AML)

**3.16.1** *You represent, warrant, and undertake that, upon placing each Order or opening/closing a Position:*

- You comply with all applicable AML legislation, regulations, and guidance.
- The funds received by us do not represent proceeds from criminal or terrorist activities or similar offenses.



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## SECTION FURTH

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### EQUITY, MARGIN, AND LEVERAGE

#### Equity, Margin, and Free Margin

*4.1.1 Equity refers to the total funds in your account at any given time, reflecting deposits, withdrawals, realized profits and losses, and floating profits or losses on open Positions.*

*4.1.2 Margin is the portion of your Equity allocated to open one or more Positions. It is not deducted from your Equity but is required to secure a Position.*

*4.1.3 Margin cannot be used to open additional Positions or be withdrawn from your account. The amount of margin is usually a percentage of the size of the forex positions and will vary by forex broker.*

*4.1.4 Free Margin is the portion of your Equity not used as Margin. Free Margin may be used to open another Position or can be withdrawn from your account under the conditions that we explain in the payout conditions.*

#### Margin Calls and Auto Stop-Out

*4.2.1 If your Equity falls below 100% of your Margin requirement, your account enters a margin call status (Margin Call).*

*4.2.2 If your Equity falls to or below a specified amount of your Margin (which is different for each trading account), an Auto Stop-Out is triggered, where our automated risk management system may close one or more open Positions to restore Equity above the required amount. Positions with the highest losses may be closed first, and all or part of open Positions may be closed if necessary.*

*4.2.3 In case of a Margin Call, you may:*

**Close one or more open Positions,**

**Deposit additional funds in your account, or**

Use a combination of both options.

*4.2.4 While we may notify you of a Margin Call, it is your responsibility to monitor your account and maintain sufficient Equity to meet Margin requirements at all times.*

## Leverage

*4.3.1 Leverage enables you to open a Position larger than the amount of Margin in your account. Since our Products are leveraged, Margin funds only a part of the Position, and we finance the remainder.*

*4.3.2 Leverage is expressed as a ratio (e.g., 100:1 or 200:1). Higher leverage ratios mean that less Margin is needed relative to the Position's value. For example, a 200:1 leverage ratio allows you to open a Position valued at USD 1,000 with just USD 5 as Margin.*

*4.3.3 The amount of required Margin is determined based on a percentage of the Position's notional value. We may change this percentage at our discretion.*

*4.3.4 We reserve the right to adjust the leverage applied to a Product or account. While we will endeavor to give reasonable notice of such changes, it is your responsibility to monitor any adjustments, which may occur due to:*

### **Changes in prevailing Market conditions,**

an actual or potential event of default or termination event;

### **Risk assessments,**

### **Increased market volatility, or**

Other relevant factors.

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## SECTION FIVE

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### CHARGES AND PAYMENTS

#### Charges

The Company may impose various charges for transactions, including but not limited to fees related to deposits and withdrawals, applicable exchange rates, and dormant account fees.

Please refer to the charges Client Cabin for further information.

#### Payments

***5.2.1 All payments due to us under these Terms must be made immediately in the currency specified by us. Payments must be made in full, without any deductions or withholding, and are exclusive of VAT or other taxes unless otherwise stated.***

***5.2.2 We reserve the right to set off any payments or dues you owe us against any funds in your account.***

***5.2.3 You may deposit funds into your Account at any time. Deposits will only be accepted by a payment method (e.g. bank wire transfer, e-wallets, etc.) in the same name as yours. Under no circumstances will third party or anonymous payments be accepted.***

***5.2.4 If you give an instruction to withdraw funds from your Account, we will reduce the requested funds immediately from your Account balance and shall use our best efforts to process the specified withdrawal request within one (1 to 3) Business Day following the day on which the withdrawal request has been accepted, provided that the following requirements are met: (a) the withdrawal request includes all necessary information; (b) the instruction is to make a payment through a payment method in your name (e.g. bank wire transfer, e wallets, etc.); (c) you have provided full identification documentation to support your withdrawal request; and (d) in cases where there are open positions in the Account, the Margin Level in your Account does not fall below the minimum required level specified in our Online Trading Facility.***

***5.2.5 We reserve the right to impose deposit/withdraw limits and deposit fees in our system(s), at any time.***

***5.2.6 Clients must use a portion of their deposited funds for trading, otherwise additional fees will be charged for withdrawals.***

#### Calculations

**5.3.1 Unless otherwise specified, we may convert amounts between currencies at prevailing exchange rates for any required calculations.**

**5.3.2 We will use reasonable efforts to ensure exchange rates are accurate and reflective of current market rates but make no guarantee to have best exchange rate.**

## **Deposits by Credit / Debit Card**

**5.4.1 You can deposit funds to your Account with us quickly and easily by credit / debit card. The entire transaction is processed electronically - online.**

**5.4.2 Upon submitting a deposit request via your credit / debit card, you may be required to submit documentation as required by applicable "Anti Money Laundering ("AML") Legislation" and/or any other similar rules and regulations applicable to us.**

**5.4.3 In the case that the Company's systems and tools, as well as the systems and tools of the Company's payment service providers, identify a violation of the above limits and restrictions and/or clients fail to pass the security and authentication checks, the appropriate measures are taken in order to prevent possible credit / debit card fraudulent activity and ensure company's protection. These measures may include, but are not limited to, the following:**

Investigations, further checks and/or request for additional documentation in order to verify the credit card details and ensure that you are the legitimate owner/user of the credit card(s) used;

Delay of transactions' processing due to the investigations taking place;

Cancellation of fraudulent transactions as soon as they are detected;

Seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account(s) and active Orders associated with the credit card that has been identified as fraudulent

Deny processing transactions exceeding the limits/restrictions and/or failure to pass the security and authentication checks.

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## SECTION SIX

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### CLIENT MONEY

#### Client Money Requirements

*6.1.1 Funds belonging to you and held in your Account (Client Money) will be kept in a designated client money account, separate from our assets.*

*6.1.2 We may hold your funds in a different currency than your Account's base currency, ensuring compliance with all regulatory requirements.*

*6.1.3 If funds are transferred to your Account from a source not registered in your name, we reserve the right to return those funds to an account registered in your name or of which you are the beneficiary. Positions opened with such funds may be voided, as we are required to handle funds in compliance with regulatory rules.*

*6.1.4 No interest will be paid on Client Money held in your Account.*

*6.1.5 While we are responsible for handling Client Money, certain payment processing functions may be outsourced for operational efficiency and take help from third party companies.*

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## SECTION SEVEN

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### REPRESENTATIONS, WARRANTIES, AND COVENANTS

#### Representations, Warranties, and Covenants

***7.1.1 You represent, warrant, and covenant to us on the effective date of these Terms, and each time you place an Order or open/close a Position, that:***

**Legal Capacity and Compliance:** you have full legal capacity and are legally entitled to enter into these Terms. You are not subject to any laws, regulations, or orders that prevent your adherence to, or performance of, your obligations under these Terms. You will comply with all applicable regulations when executing Orders or opening/closing Positions.

**Commercial Purpose:** you are entering into these Terms and using our Services solely for valid, lawful, and commercial purposes and not for any purpose considered unlawful, prohibited, or fraudulent under applicable laws and regulations.

**Required Authority and Authorizations:** you have obtained and maintain all necessary authority, power, consents, licenses, and authorizations required to lawfully enter into, deliver, and perform your obligations under these Terms. This includes any approvals from regulatory bodies, government agencies, or other authorities as required by your jurisdiction or regulatory status.

**Enforceability and No Conflicts:** these Terms and each Position entered into hereunder constitute legally binding and enforceable obligations against you. They do not conflict with:

Any law, regulation, or order from a competent authority that applies to you or your assets.

Any contractual restrictions or obligations binding on you, including any restrictions from other agreements you may have.

Any liens, charges, or encumbrances affecting your assets or funds, ensuring you are free to perform your obligations under these Terms without limitation.

**Knowledge and Risk Assessment:** in making the decision to place an Order, open, or close a Position, you have conducted an independent and thorough assessment of the risks involved. You have sufficient knowledge, experience, and understanding of the financial markets, or you have sought independent professional advice, to fully understand and evaluate the merits and risks of the trading strategies and positions you undertake with us.

**Acting as Principal:** you confirm that you act as the principal and sole beneficial owner when entering into these Terms and each Position. You acknowledge that we act only as a counterparty and do not assume a fiduciary or advisory role in your relationship with us.

**Provision of Accurate Information:** you agree to provide us with truthful, complete, and accurate information concerning your financial status, residency, identity, and other required information. You acknowledge that we may rely on this information to comply with regulatory and operational obligations, and you agree to promptly notify us of any changes to such information.

**Financial Capability and Risk Tolerance:** you confirm that you are financially capable of sustaining a complete loss of the funds used for trading and that trading in leveraged Products is suitable and appropriate for you based on your financial circumstances, experience, and risk tolerance.

**Beneficial Ownership of Funds:** you represent and warrant that you are the sole beneficial owner of the Equity or funds you transfer to your Account and that these funds are free from any claims or interests by other parties, unless explicitly disclosed and authorized by us.

**Compliance with Applicable Regulations:** you undertake to comply with all applicable laws, rules, regulations, and guidelines, including but not limited to tax obligations, foreign exchange controls, and registration requirements. You further agree to use all reasonable efforts to assist us in meeting regulatory compliance requirements, including providing information or cooperating with any regulatory body if required.

**Disclosure to Authorities:** where required, you will make disclosures to relevant authorities in compliance with applicable laws. You acknowledge that we may also be obligated to report certain Positions, trading activities, or information to authorities under regulatory rules, and you waive any claims to confidentiality in this respect.

**Corporate Entities:** if you are a corporate entity, you confirm that you are duly incorporated, organized, and validly existing under the laws of the jurisdiction of your incorporation. You represent that you have the legal power to own assets, conduct business, and engage in transactions as per these Terms.

**Prompt Notification of Default Events:** you agree to notify us promptly of the occurrence or likelihood of an event of default concerning your obligations under these Terms. This includes circumstances that may materially impact your ability to meet your financial or contractual obligations.

**Cooperation and Information Provision:** you agree to provide any information or documents we may reasonably request to verify your compliance with the representations, warranties, and covenants in this section or for regulatory or due diligence purposes. This may include additional documentation to verify your identity, the source of funds, and other regulatory information required to maintain your Account in good standing.

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## SECTION EIGHT

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### EVENT OF DEFAULT AND TERMINATION

#### Termination

**8.1.1 Unless required by applicable regulations, either party may terminate these Terms and the relationship between us without cause, by providing ten (10) Business Days' prior written notice.**

**8.1.2 The following circumstances constitute an event of default, under which we may terminate these Terms with few Business Days' prior notice if the breach is not remedied:**

**Breach of Terms:** You fail to comply with or perform any obligations under these Terms, including payment of Margin or any dues owed.

**Repudiation of Terms:** You disaffirm, disclaim, repudiate, reject, or challenge the validity of these Terms, either in part or in full.

**Non-compliance:** You fail to comply with a representation, warranty, or covenant made or deemed to be made under these Terms.

#### Default under Other Agreements:

You default under any other agreement with us or our Affiliates.

You disaffirm, disclaim, repudiate, reject, or challenge the validity of any other such agreement, in part or in full.

**Cross-default:** Occurrence of a default, event of default, or similar condition in respect of borrowed money agreements or instruments, resulting in acceleration of debt or unpaid payments.

**Manifest Error:** A "Manifest Error" means a manifest or obvious misquote by us, or any market, exchange, price providing bank, information source, commentator or official on whom we reasonably rely, having regard to the market conditions at the time an Order is placed. We determine, at our discretion, that there is an error in or lack of clarity in:

The pricing of a Product, given relevant information, including the state of the Underlying Market.

An information source or pronouncement.

**Force Majeure Event:** A Force Majeure event, as described in clause 9.4, which may also lead to a termination event.

**Insufficient KYC or CDD Compliance:** You fail or are unwilling to complete or update KYC or CDD to our satisfaction or as required under Applicable Regulations. This may include providing proof of the source of funds if requested.

**Corporate Changes:** If you consolidate, amalgamate, merge with or into another entity, or transfer all or substantially all your assets to another entity.

**8.1.3 If the event of default is ongoing or has a material impact on these Terms, termination will be immediate, without notice or the need for a court order.**

**8.1.4 The following circumstances constitute automatic termination events, under which these Terms will terminate immediately, without notice or need for a court order:**

Insolvency, Bankruptcy, or Death: This includes the insolvency, dissolution, or bankruptcy of a party, or, if applicable, the death or loss of legal capacity of a natural person.

Improper Trading or Regulatory Violations: If we reasonably believe you may have engaged in improper, unlawful, or unfair trading activity, including attempts to use a EA or fraudulent method to abuse the company's services.

Material Adverse Effect: If we determine an action or event might materially impact your ability to perform obligations under these Terms.

Illegality: If a change in law or regulations renders compliance with these Terms unlawful.

Market Disruption: If we reasonably believe that the Underlying Market or access to liquidity is, or may become, suspended, closed, or materially impaired.

Delisting: If the Underlying Market or liquidity provider ceases to list, trade, or publicly quote a Product, without immediate re-listing.

### **Regulatory Changes: If regulatory amendments result in:**

Non-compliance with new regulations.

These Terms or our relationship with you becoming commercially infeasible or undesirable.

Any Position becoming commercially infeasible or undesirable.

Tax Event: If a tax authority's action, court ruling, change in tax law, or impending change results in additional tax, deductions, or withholdings on payments under these Terms.

### **Liquidation Date**

**8.2.1 Upon the occurrence of an event of default under clause 8.1.2 or a termination event under clause 8.1.4, we will designate a liquidation date on which your open Positions will be closed:**

#### **For an event of default, we may close:**

All open Positions.

Only those Positions affected by the event, without implying discretionary management of your Positions.

For a termination event, all open Positions will be closed.

**8.2.2 The liquidation date will be set by us in all circumstances, including when an act of insolvency occurs in respect to us.**

### **Payment**

**8.3.1 Until a liquidation date has been designated or passed, we are not obligated to fulfill withdrawal requests for all or part of the Equity in your Account if an event of default is ongoing.**

*We reserve the right to set off any amounts owed to us.*

## **Additional Rights**

*8.4.1 Our rights under this section are supplementary to any other rights we may hold, either by agreement or law.*

## **Application of Netting to Positions**

*8.5.1 This section 8 applies to each Position entered into or outstanding between us after the effective date of these Terms.*

Rights Following an Event of Default or Termination Event

*8.6.1 Upon the occurrence of an event of default or termination event, or if we reasonably believe you cannot or will not fulfill your obligations under these Terms, we may, without prior notice:*

Close out, manage, or take necessary action with respect to a Position, to cover or eliminate loss or liability, without being liable for loss or reduction in price.

Terminate these Terms immediately.

## **Consequences of Termination**

*8.7.1 Following termination, all amounts payable by you to us become immediately due, including:*

Outstanding fees, charges, and commissions.

Dealing expenses related to the termination.

Losses and expenses incurred in closing Positions or settling obligations under these Terms.

Any other unpaid amounts owed by you under these Terms.

## **Death**

*8.8.1 In the event of your death, confirmed by an official death certificate, we will manually close all open Positions in your Account. Following deduction of associated costs, net Equity will be transferred per our payment terms. If we are unable to process the transfer, we shall retain the funds until we receive formal instructions from a competent authority specifying the transfer destination.*

## **Survival**

*8.9.1 Sections 9 (Exclusions, Limitations, and Indemnity) and 11 (Miscellaneous and Governing Law) will continue to apply even after termination of these Terms.*

## **Existing Rights**

*8.10.1 Termination of these Terms does not affect the completion of any Services initiated before termination, nor does it affect accrued rights, commitments, or any contractual provision intended to survive termination.*

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## SECTION NINE

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### EXCLUSIONS, LIMITATIONS, AND INDEMNITY

#### Exclusions of Liability

***9.1.1 Neither we, nor our directors, officers, employees, agents, representatives, or Affiliates shall, to the maximum extent permitted by applicable regulations, be liable for any loss, damage, cost, or expense arising directly or indirectly from:***

Any delay or change in market conditions between the time you place an Order on the Platform and the time the Position is executed.

Delay or interruptions caused by computer viruses, spyware, scareware, malware, cyberattacks, or any other malicious software. We recommend regular use of reputable antivirus and anti-malware software. Note that SMS and email services may be vulnerable to spoofing and attacks; exercise caution with messages appearing to originate from us.

Communication failures, disruptions, errors, distortions, latency, or delays you may experience while trading on the Platform, regardless of cause.

Scheduled or unscheduled maintenance of our systems, including the Platform.

We will not be liable for any loss, damage, cost, or expense, whether resulting from gross negligence, breach of contract, misrepresentation, or otherwise, even if such loss is reasonably foreseeable, except in cases of fraud directly attributable to us.

***9.1.2 Our Services are provided “as is” and “as available,” without any representation or warranty. To the fullest extent allowed by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. We make no guarantees that:***

The Platform (and associated server) is free from viruses or errors, is accurate, operates uninterrupted, or that defects will be corrected.

The Services will be available at all times.

Access to the Website, any part of the Services, our Terms, or other information will be continuous, uninterrupted, timely, or error-free.

Historical price data available on the Platform is accurate or complete.

***9.1.3 Under no circumstances will our liability include losses incurred by you or any third party for special damages, loss of profit, goodwill, or business opportunity arising from or related to these Terms, whether due to negligence, breach of contract, misrepresentation, or otherwise. This includes cases where losses result from an error in, or lack of clarity in, instructions provided by you or instructions that reasonably appear to come from you.***

**9.1.4 Nothing in these Terms limits our liability for death or personal injury caused by our negligence.**

**9.1.5 This general exclusion of liability remains effective even after termination of these Terms.**

## **Tax Implications**

**9.2.1 We accept no liability for any adverse tax implications or consequences arising from Positions undertaken with us. It is your responsibility to understand and comply with your tax obligations.**

## **Force Majeure**

**9.3.1 We are not liable for any delayed, partial, or complete non-performance of our obligations caused by Force Majeure, as defined in these Terms. Nothing in these Terms excludes or restricts a legal duty or liability we may have under applicable regulations.**

**9.3.2 We will use reasonable efforts to end a Force Majeure event or to find solutions that allow continued performance of these Terms despite the Force Majeure. We will take reasonable steps to resume performance as soon as is practicable following the cessation of the Force Majeure event.**

## **Indemnity**

**9.4.1 You agree to indemnify us on a full indemnity basis for any loss, liability, cost, expense (including legal fees), tax, impost, or levy that we or our Affiliates incur due to:**

Any debit balance on your Account.

Misrepresentations by you or breaches of your obligations under these Terms.

Enforcement of our rights under these Terms or other legal actions we undertake in relation to your Account, a Position, or a matching transaction on an Underlying Market.

**9.4.2 All amounts payable under this clause will be paid without any deduction or withholding, unless required by law. This clause does not exclude or restrict any duties or liabilities we may have toward you under the applicable regulatory rules.**

## **No Reliance**

**9.5.1 You acknowledge that you have not relied upon, nor have you been induced to enter into these Terms by any representation other than those expressly outlined in these Terms. We are not liable for any representations not explicitly stated within these Terms.**

## **Order Types and Execution Elements**

**9.6.1 Limit Orders: these are orders to buy or sell a financial instrument at a pre-defined rate. a buy limit order requires the pre-defined rate to be lower than the current market rate, while a sell limit order requires the pre-defined rate to be higher than the current market rate. on proprietary platforms, once the market rate reaches the pre-defined rate, the limit order is triggered, and a**



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## SECTION TEN

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### DATA PROTECTION

#### Data Protection

**10.1.1 In the course of providing our Services, we collect and use personal data (Personal Data) related to individuals (Data Subjects). These individuals may include our clients, their spouses, civil partners, or other relevant family members.**

**10.1.2 We comply with all Applicable Regulations governing data protection, which dictate how we may use Personal Data. Personal Data will only be retained for as long as necessary to fulfill our legal, regulatory, or policy obligations.**

**10.1.3 If you are a European national or resident, we handle and process your personal data in accordance with European Data Protection Law. Please refer to our Privacy Notice for detailed information on our data processing practices. In cases where these Terms conflict with the Privacy Notice, the Privacy Notice will prevail.**

**10.1.4 We may use Personal Data, subject to applicable regulations, for the following purposes as necessary to deliver our Services:**

For the provision of Services, debt recovery, fraud prevention, and anti-money laundering checks.

For disclosure to regulatory authorities, stock exchanges, clearinghouses, persons who assist in anti-fraud and anti-money laundering controls, statutory or governmental bodies, and authorized agents or contractors as required.

To analyze information for the purpose of sending Data Subjects information about our Services and Products for marketing purposes. You may opt out of receiving marketing communications by notifying us in writing.

To contact Data Subjects by email, SMS, or telephone in connection with providing Services.

To share Personal Data with our Affiliates and business partners for these purposes.

**10.1.5 To provide our Services, we may transfer Personal Data to our Affiliates in other countries, including countries that may not have equivalent data protection legislation.**

**10.1.6 By entering into these Terms, you consent to our processing of your Personal Data. If you provide us with data about other individuals, you confirm that you have obtained their explicit consent for our use of their data, as described in these Terms, and can provide proof of such consent if requested.**

**10.1.7 A Data Subject may obtain a copy of their Personal Data or request corrections to inaccurate information by writing to us. We may charge an administrative fee for providing this information**

*and may require appropriate proof of identity.*

## **Regulatory Reporting**

*10.2.1 Under Applicable Regulations, we may be required to disclose certain information about Positions publicly. You agree and acknowledge that we retain all proprietary rights to such information and waive any duty of confidentiality in connection with disclosures we reasonably make.*

## **Reporting Obligations to You**

*10.3.1 We may provide you with regular reports on the performance of our Services, as required by Applicable Regulations. These reports may be sent periodically, and their content will depend on the type and complexity of your investments and the nature of the Services provided to you. Reports will also, where applicable, include details of associated costs and charges.*

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## SECTION ELEVEN

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### MISCELLANEOUS AND GOVERNING LAW

#### Language

*11.1.1 These Terms are provided in English (as common language), and all ongoing communications will continue in English. However, you may receive documents and information in other languages for informational purposes. Where a document is translated, the English version will take precedence.*

#### Applicable Regulations

*11.2.1 These Terms are subject to all applicable regulations, which are binding on both you and us.*

*11.2.2 Nothing in these Terms shall exclude or restrict an obligation we owe to you under regulatory rules.*

*11.2.3 We may take or omit to take any action we consider necessary to ensure compliance with applicable regulations. Actions we take for compliance purposes will not render us or our directors, officers, employees, agents, or Affiliates liable.*

#### Amendments

*11.3.1 We reserve the right to amend these Terms at our discretion by publishing the updated Terms on our Website. Amendments will be effective immediately upon publication. We may notify you in writing of such amendments; however, you are responsible for reviewing the updated Terms.*

#### Notices

*11.4.1 Unless otherwise agreed, notices, instructions, and other communications from us under these Terms will be sent to the email address you have registered with us. Communications will be deemed effective upon dispatch. You must notify us promptly of any changes to your address, telephone number, or email address.*

#### Communications with Us

*11.5.1 You may communicate with us in writing, by email, live chat, ticket or other electronic means or orally (including by telephone). Our contact information is as follows:*

Address: Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia.

**Email Address: [Info@stbbrokers.com](mailto:Info@stbbrokers.com)**

**Website: <https://stbbrokers.com/>**

These contact details are to be used for all communication purposes. For submitting Orders or other instructions, please refer to Section 3: Placing an Order.

## Electronic Communications

*11.6.1 Subject to Applicable Regulations, electronic signatures are binding as if in writing. Orders or instructions provided by you via email or other electronic means shall constitute evidence of such Orders or instructions.*

*11.6.2 Acceptance of these Terms or other documents done via electronic means (e.g., tick box on the Website, acceptance via email, or on the Platform) will constitute evidence of your acceptance.*

## Policies

*11.7.1 All of our Policies, as amended from time to time, form part of these Terms. By accepting these Terms, you confirm that you have read, understood, and accept these Policies.*

*11.7.2 We may change our policies at our discretion. The amended policies will be executed at the specified time and you will be deemed to have accepted the amended policies upon their posting on our website.*

*11.7.3 If you have any objections to an amended policy, you must notify us in writing. We will try to resolve the issue.*

## Complaints Procedure

*11.8.1 We have internal procedures in place to process complaints quickly and fairly. You can submit a complaint via ticket to the support department in your Dashboard. An acknowledgement of your complaint will be sent within 5 working days of receipt. Further details of our complaints procedure are available on request.*

*11.8.2 Written complaints may also be submitted via our client portal.*

## Conflicts of Interest

*11.9.1 Situations may arise where our interests, or those of our Affiliates, directors, employees, agents, representatives, or other clients, conflict with your interests.*

*11.9.2 Our Conflicts of Interest Policy details potential conflicts and the procedures we adopt to identify, prevent, or mitigate these conflicts. The Policy is available on our website and is part of these Terms. By accepting these Terms, you consent to this Policy.*

## Entire Agreement

**11.10.1** *These Terms replace any previous agreements related to the subject matter of these Terms and constitute the entire agreement establishing our trading relationship with you.*

**11.10.2** *These Terms, along with the specific terms applicable to each Position (including confirmations), constitute a single agreement between us.*

## Assignment

**11.11.1** *These Terms are binding upon and benefit you, us, and our respective successors and assignees. You may not assign, charge, or transfer your rights or obligations under these Terms without our prior written consent, and any such unauthorized transfer will be void.*

**11.11.2** *Subject to regulatory rules, we may delegate our obligations to an appropriate third party. Such delegation does not alter our obligations under these Terms, and we may assign all or part of our rights under these Terms without your consent.*

## Joint and Several Liability

**11.12.1** *If you are a partnership or comprise more than one person, your liability under these Terms is joint and several. In the event of the death, bankruptcy, winding-up, or dissolution of one or more individuals, the obligations of all other connected persons shall remain in full force.*

## Confidentiality

**11.13.1** *We both agree and undertake to:*

Use best efforts to maintain confidentiality of all confidential information.

Not disclose, sell, transfer, charge, or otherwise dispose of confidential information to any third party, except as required for the purposes of these Terms.

**11.13.2** *This confidentiality obligation does not apply to:*

Information that becomes public (other than as a result of a breach of this clause).

Information disclosed for the purpose of providing Services, subject to regulatory rules.

Information required by law, court order, or any competent authority.

## Rights and Remedies

**11.14.1** *The rights and remedies provided in these Terms are cumulative and do not exclude those provided by law. A delay or failure to exercise a right under these Terms does not constitute a waiver of that right.*

## Set-off

**11.15.1** *We reserve the right to set off any amounts you owe us (whether actual, contingent, present, or future) from funds held in your Account. You may not exercise a right of set-off against amounts owed to us.*

## Partial Invalidity

*11.16.1 If a provision in these Terms is or becomes illegal, invalid, or unenforceable, this will not affect the legality, validity, or enforceability of the remaining provisions.*

## Recording and Monitoring of Communications

*11.17.1 We may monitor and record communications as permitted by Applicable Regulations to ensure compliance and for evidentiary purposes. Telephone conversations and other electronic communications may be recorded without warning, and these recordings will be our sole property, accepted as evidence in legal proceedings.*

## Our Records

*11.18.1 Our records, unless proven otherwise, constitute evidence of your dealings with us. You may not object to their admissibility in legal proceedings on the basis that they are not originals, not in writing, or are computer-generated.*

## Your Records

*11.19.1 If applicable, you agree to maintain adequate records to demonstrate the nature and timing of Orders submitted in accordance with Applicable Regulations.*

## Cooperation for Proceedings

*11.20.1 If any action or proceeding is brought by or against us in connection with these Terms or our actions/omissions under them, you agree to fully cooperate with us in the defense or prosecution of such action or proceeding.*

## Governing Law

*11.21.1 A Position subject to the rules of an Underlying Market shall be governed by the law applicable under those rules. Subject to this, these Terms and any non-contractual obligations arising from them shall be governed by and construed according to the laws of Saint Lucia.*

## Jurisdiction

*11.22.1 You and STB PROVIDER LTD agree that any dispute arising from or related to these Terms shall be referred to and resolved by arbitration in accordance with Saint Lucia's Law of Arbitration No. 31 of 2001 (as amended), which is deemed incorporated into this clause.*

There shall be one arbitrator.

The seat of arbitration shall be Saint Lucia.

The language of the arbitration shall be English, unless otherwise agreed.

The governing law of the contract shall be the substantive law of Saint Lucia.

## Service of Process

*11.23.1 If you are located outside of Saint Lucia, you may be served with process in Saint Lucia by delivery to your registered address. This does not affect our right to serve process in any other manner permitted by law.*

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## SECTION TWELVE

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### DEFINITIONS

**12.1.1 In these Terms, the following expressions shall have the respective meanings set opposite them:**

**Account:** A trading account opened with us for the purpose of opening or closing out a Position.

**Account Statement:** A daily or monthly statement in respect of each Account, sent by email at the end of each Business Day, or as otherwise notified by us to you.

**Affiliate:** In relation to a person, an entity controlled, directly or indirectly, by the person, an entity that controls, directly or indirectly, the person, or an entity directly or indirectly under common control with the person. For the purpose of this definition, "control" of an entity or person means ownership of more than 50% of the entity or person, or the ability to control the decisions made by the entity or person.

#### **Applicable Regulations:**

The REGULATORY Rules, and any other rules of a relevant regulatory authority;

The rules, regulations, procedures, and customs of a relevant Market or an Underlying Market;

#### **Applicable anti-money laundering legislation; and**

All other applicable laws, rules, procedures, guidance, and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) as in force from time to time.

**Third Party:** A third party is someone who is not one of the main parties to a business contract.

**Auto-Stop-Out:** As defined in clause 4.2.2, referring to the automatic closure of some or all of your open Positions when Equity falls below a certain amount.

**CFD:** A contract for difference under which the profit or loss is determined by the difference between the opening price and the closing price of an instrument on the Underlying Market. The CFDs we offer are available on our website.

For the purposes of this definition, "opening price" means the price at which a Position is opened following the acceptance of an Order; and "closing price" means the price at which a Position is closed out by you or by us, in accordance with these Terms.

**Conflicts of Interest Policy:** Our conflicts of interest policy, as amended, restated, or supplemented from time to time, which can be found on our website.

**CDD or KYC:** Customer Due Diligence (CDD) or Know Your Customer (KYC) procedures for the identification and verification of:

Your identity (including, where applicable, by reviewing a copy of a passport, national identity card, or similar form of identification);

The nature of your business as required by Applicable Regulations (including, where applicable, by obtaining your legal entity identifier or other national identifier code); and

Any other aspects or considerations as determined by us in our discretion to ensure we hold correct and complete information to prevent discrepancies in your identification, confirm the source of funding, wealth, and payment methods, prevent fraud, and comply with Applicable Regulations and our Policies from time to time.

**Electronic Trading Services:** An electronic service (together with related software or application) accessible by whatever means we offer, including without limitation trading, direct market access, order routing, API, or information services that we grant you access to or make available to you either directly or through a third-party service provider, and used by you to view information or effect Positions.

**Equity:** As defined in Clause 4.1.1, the sum of money in your Account at a point in time, after deposits and withdrawals, realised profits and losses, and floating profit and loss on your open Positions (the "Equity").

**Force Majeure:** A cause preventing the performance of the Services or an Obligation under these Terms, which arises from or is attributable to an act, event, omission, or accident beyond the reasonable control of the party so prevented, including a strike, lockout, labour dispute, act of God, pandemic, war, terrorism, malicious damage, civil commotion, malfunction or failure of communication or computer facilities, industrial action, and acts and regulations of a governmental or supranational body or authority.

**Forex:** Two-day rolling spot futures traded over the counter, which are cash-settled on a T+2 basis. Forex constitutes Rolling Daily Positions.

**Free Margin:** As defined in Clause 4.1.4, the portion of your Equity that is not Margin and is available for opening another Position or withdrawal.

**Insider Dealing:** The use of inside information (that isn't in the public domain and make an unfair market advantage) to acquire, amend, dispose of, or cancel, for your own account or for the account of a third party, directly or indirectly, financial instruments to which that inside information relates.

For the purposes of this definition, "inside information" means information of a precise nature, which has not been made public, relating directly or indirectly to a financial instrument, and which, if made public, would likely have a significant effect on the price of the financial instrument or on the price of related derivative financial instruments.

**REGULATORY Rules:** Any laws, rules, regulations, guidelines, or instructions, as supplemented, replaced, or amended from time to time, of the Saint Lucia Securities Commission (the "REGULATORY") and any entity or body that succeeds or replaces it.

**Liquidity Provider:** A financial institution that provides executable bid and offer prices in respect of our Products from time to time.

**Market:** A regulated market accepted by us, such as an exchange, clearing house, central clearing counterparty, multilateral trading facility, or an organised trading facility.

**Market Abuse:** Both Insider Dealing and market manipulation.

For the purposes of this definition, "market manipulation" means the act of placing an Order or entering into a Position or other behaviour which creates, or is likely to create, a false or misleading signal as to the supply of, demand for, or price of a financial instrument, or which adversely affects our relationship with our Liquidity Provider.

**Margin:** As defined in Clause 4.1.2, the portion of your Equity that is utilised to open one or more Positions (the "Margin"). For the avoidance of doubt, Margin is not deducted from the calculation of your Equity.

**Margin Call:** As defined in Clause 4.2.1, an event triggered when your Equity falls below a specified level relative to your Margin.

**Order:** An instruction by a client to open or close a Position in a Product.

**Platform:** One or more of the electronic trading platforms that we may use for the provision of our Services or to which we give you access from time to time, including but not limited to, Meta Trader5.

**Policies:** The policies and other terms and conditions that we adopt from time to time, as amended, which are available on our website.

**Position:** An exposure to an underlying instrument in relation to a Product that you have traded. A position may be opened or closed out, whether by you or by us, by either buying or selling a Product on the Platform, in accordance with these Terms.

## **Product:**

### **Forex;**

### **A CFD; or**

Any other product we may offer from time to time.

**Risk Warning Disclosure:** The risk warning disclosure, as amended, available on our website, and the risk warnings and statements set out in these Terms that apply to retail clients.

**Rolling Daily Position:** A Position that does not automatically expire at the end of the relevant exchange business day but instead automatically rolls over to the next exchange business day. All the trading positions that remain open before specified time are included swap. The client should refer to the trading symbol section in Meta Trader for the swap details.

For the purposes of this definition, “exchange business day” means a day on which the relevant Market or Underlying Market is scheduled to be open.

**Security Information:** The username and password required to access your trading accounts or user panel.

**Services:** Our non-advisory, execution-only services as set out at Clause 2.2 (Our Activities and Services) in respect of the Products.

## **Termination Date: The earlier of:**

The date of the termination of a Position in accordance with the terms of the Position; or

The liquidation date determined by us in accordance with Clause 8.2 (liquidation date).

**Underlying Market:** The Market for a specific financial instrument on which our Products are priced.

**Website:** The information displayed on <https://stbbrokers.com> (or any other replacement or supplementary site), as updated by us from time to time.

**We, Our, or Us:** Refers to STB PROVIDER LTD (including any successor or assignee).

## **Headings**

***12.2.1 Headings are for ease of reference only and do not form part of these Terms.***

## Interpretation

*12.3.1 References in these Terms to a statute or statutory instrument or Applicable Regulations include a modification, amendment, extension, or re-enactment thereof, as in force from time to time. A reference in these Terms to a “document” will be construed to include an electronic document.*

*12.3.2 References in these Terms to the singular will also include the plural.*

*12.3.3 References to a person include a body corporate, unincorporated association, partnership, natural person, firm, company, corporation, government, state or agency of a state, or an association or partnership (whether or not having separate legal personality) of two or more of the foregoing.*

*12.3.4 The use of the word “including,” “inclusive,” “includes,” and any words that follow it will not be deemed exhaustive.*

## Trading Hours

*12.4.1 Trading hours of each financial instrument appear in the Company’s website. Trading hours may change due to several factors such as Holidays, unusual market conditions which affect liquidity, or circumstances out of Company’s control. The Company aims to update the trading hours as necessary to reflect these changes.*

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# SECTION THIRTEEN

## Order Execution Policy

### General Information

*13.1.1 Our price feed, which is streamed to clients, consists of liquidity from various bank and non-bank providers or an ECN model (as described below) to ensure clients receive optimal execution.*

### Best Execution Obligations

*13.2.1 STB PROVIDER LTD provides leveraged (margin) trading on an execution-only basis for Forex and CFD trading. We decide the markets we offer and act as principal and counterparty to each trade, providing two-way price quotes. Every market offered by STB PROVIDER LTD is quoted as a derivative of the underlying market, and we are the sole execution venue available through our services.*

*13.2.2 For retail clients, STB PROVIDER LTD commits to providing or displaying bid and offer prices that represent the best available prices consistently.*

**13.2.3** *When placing orders for execution with other entities, STB PROVIDER LTD is required to act in the best interests of its clients. To comply with this duty, we take all reasonable steps to secure the best possible outcomes for clients, considering the following execution factors:*

**Price**

**Costs**

**Speed**

**Likelihood of execution and settlement**

**Order size and nature**

**Any other relevant consideration**

**13.2.4** *The importance of each factor is determined by the “execution criteria” and, for retail clients, the need to determine the best possible result in terms of total consideration, defined as:*

The total consideration, which includes the price of the financial instrument and any costs associated with execution. This consideration may also include venue fees, clearing and settlement fees, and other third-party charges.

**13.2.5** *Execution criteria are based on:*

Client characteristics; including categorization as retail or professional

**Order characteristics**

**Financial instrument characteristics**

**Execution venue characteristics**

**13.2.6** *When executing an order on behalf of a retail client, we determine the best result by assessing the total consideration, which encompasses the price of the financial instrument and execution-related costs.*

**13.2.7** *While STB PROVIDER LTD strives to ensure that displayed prices are competitive, we cannot guarantee that the bid and offer prices on our trading systems always reflect the best prevailing market prices. Price differences may occur due to market volatility or additional costs that may widen spreads or impact individual transactions or different liquidity providers (LPs).*

**Key Execution Factors**

**13.3.1** *Price: STB PROVIDER LTD takes the LPs price on the instrument. For Forex trading, we use multiple liquidity sources to maintain tight spreads.*



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## SECTION FOURTEEN

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### STB PROVIDER LTD Strategy

#### Monitoring

*14.1.1 STB PROVIDER LTD continuously reviews the effectiveness of its order execution arrangements, including this policy, to identify and address any deficiencies.*

#### Review

*14.2.1 We will review our order execution arrangements and this policy at least annually or whenever a significant change affects our ability to deliver optimal results consistently.*

#### Consent

*14.3.1 STB PROVIDER LTD must obtain clients' prior consent to this execution policy. Clients are deemed to provide consent by placing orders with us.*

#### Execution Venue

*14.4.1 The term "Execution Venue" refers to the firm directly executing the orders. For STB PROVIDER LTD, the Execution Venue quotes prices provided by:*

#### Top-tier global banks

Non-bank liquidity providers in the wholesale foreign exchange markets

ECN Qualified Participants, which we believe offer the best available prices to clients consistently.

*14.4.2 STB PROVIDER LTD provides execution-only trading and services in Forex and CFD trading. As the sole counterparty, STB PROVIDER LTD acts as principal on each trade, with all markets quoted as derivatives of the underlying market, accessible only through STB PROVIDER LTD.*

#### Services Provided

*14.5.1 Subject to the registration and eligibility requirements, we hereby grant you a personal, revocable, non-exclusive, non-transferable and non-sub-licensable license (a "License") that is limited to the provisions of these Terms and Conditions to access and use our Services (including the use of our Online Trading Facility and any associated downloadable Software),*

*14.5.2 As part of our Services, we will use reasonable commercial efforts to supply you with the informational and technical means to access and use our Online Trading Facility, and provide you with market access and trade execution services ("Transactions") in Supported Securities on a*

*'rolling spot' or 'swap' basis, in a twenty-four-hour mode of operation, from Sunday 22:05 GMT to Friday 21:50 GMT, except on official public holidays in the USA and Europe ("Dealing Hours"), subject to the relevant markets in London, the USA and/or Asia being open.*

## **Monitoring and Review**

*14.6.1 STB PROVIDER LTD will review this policy and all related arrangements annually or whenever a material change occurs. Regular monitoring ensures that we achieve the best possible results for clients and promptly address any deficiencies.*

## **Risk Warning Disclosure**

*14.7.1 Trading on margin carries a high level of risk to your capital, and you can lose more than your initial deposit. These products are not suitable for all investors, and you should ensure that you fully understand the risks involved and seek independent advice if necessary.*

*14.7.2 It is essential that you do not engage in trading with any of our products unless you understand the features and risks associated with such trading and are able to manage them. You should also ensure that trading in these products is suitable for you in light of your financial circumstances and resources. When considering whether to trade with us, please be aware of the following risks:*

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## SECTION FIFTEEN

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### GENERAL RISK FACTORS

#### No Advice

15.A1.1 STB PROVIDER LTD provides an execution-only service. We do not provide investment advice on specific investments or trading positions. However, we may offer factual information about transaction procedures, potential risk exposures, and how risks may be minimized.

#### Appropriateness

15.A2.1 We may request information concerning your financial assets, earnings, trading experience, and knowledge. It is essential to assess whether you have the financial resources to support your trading activity with us and the risk appetite for the products and services we offer. Ultimately, the decision to open an account and proceed with our products and services is yours. It is your responsibility to understand the risks involved with the products and services we provide.

#### Costs and Charges

15.A3.1 Our costs and charges are detailed on our website (<https://stbbrokers.com>). Before you begin trading, you should review all relevant information on fees, commissions, and other charges that may apply to your transactions. The company assumes that the client has read and accepted all the rules by opening a trading account and has knowledge about trading volume, contract size, symbols, commissions, trading hours, volatility risk related to instruments.

#### Monitoring Positions

15.A4.1 You are responsible for closely monitoring your positions during the period you have open contracts on your account. You should ensure you have the necessary access to your account for the duration of these positions.

#### Electronic Communications

15.A5.1 We offer clients the option to communicate with us electronically, including via email and live chat, where available. Although typically reliable, electronic communication methods may occasionally experience technical issues and should not be solely relied upon. If you choose to trade with us through electronic means, please be aware that electronic communications can fail, be delayed, may not be secure, and may not reach the intended destination.

#### Our Products and Services

15.A6.1 We offer execution-only services related to contracts across a wide range of underlying markets. Although the prices at which you open contracts are derived from the underlying market, our contract characteristics may vary significantly from those of the actual underlying instrument. Full details of the contracts we offer are set out in the Contract Specifications on our website, including contract size, margin rates, last dealing time, settlement procedures, rollover procedures, commissions, and currency.

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## INVESTMENT-SPECIFIC RISKS

### Investing in FX

15.1B.1 Certain strategies, such as 'spread' positions or 'straddles,' may be as risky as simple 'long' or 'short' positions. While derivative instruments can help manage investment risk, some of these products may be unsuitable for many investors. Different instruments involve varying degrees of risk exposure, and in deciding whether to trade in such instruments, you should be aware of these risks.

### Off-Exchange Transactions in Derivatives

15.2B.1 Our products are traded exclusively off-exchange, also called "over-the-counter" or "OTC" trading. When you trade OTC with us, you deal directly with STB PROVIDER LTD as the counterparty to all your transactions. Unlike centrally cleared markets, there is no exchange or central clearinghouse to guarantee the settlement of such transactions. Open trades can only be closed and settled with us.

### Contracts for Difference (CFDs)

#### Nature

15.1C.1 Contracts for Difference (CFDs) are a type of transaction that seeks to secure a profit or avoid a loss by reference to the price value fluctuations of an underlying instrument. Types of CFDs offered by us may include Foreign Exchange CFDs (FX), Futures CFDs, and Index CFDs. CFDs can only be settled in cash.

#### Risks

15.2C.1 FX and CFDs with STB PROVIDER LTD are all margin-traded products, which are leveraged or "geared," meaning that a relatively small price movement can have a proportionally larger effect on the value of your investment. They are settled based on the difference between the opening and closing prices of the trade and may settle in a currency other than your base currency, subjecting you to foreign exchange fluctuations.

#### CFDs – General

15.3C.1 Our FX and CFDs are our own products and are not listed on any exchange. Contracts can be closed only with us and are non-transferable. Contracts with STB PROVIDER LTD do not provide rights to the underlying instruments or voting rights. They are legally enforceable by both parties.

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## TRADING CONDITIONS RISKS

### Volatility

15.1D.1 Prices can change rapidly, especially during times of high volatility, which can affect your account balance significantly. If you do not have sufficient funds in your account to cover such situations, your positions may be automatically closed if your balance falls below the specified margin level.

### Currency

15.2D.1 If you trade in a currency market other than your base currency, exchange rate fluctuations will affect your profits and losses.

### Prices and Commissions

15.3D.1 The execution price is determined by liquidity providers. there is not a criterion to compare prices in other companies. Quoted prices may not always reflect the favourite one. STB PROVIDER LTD selects closing prices from LPs to determine margin requirements and periodically marks to market positions in client accounts. Although expected to be reasonably related to interbank market prices, prices we use may vary from those available to banks and other market participants. Therefore, STB PROVIDER LTD has discretion in setting margin requirements and collecting margin funds.

15.3D.2 When you act to buy or sell, the commission is instantly deducted from the balance according to the trade volume.

### Market Liquidity

15.4D.1 The prices offered by STB PROVIDER LTD generally reflect the underlying market, up to a specified size. To maintain additional liquidity, we may apply a different spread to the price. Every trade with us must be handled during the time of the price announcement of the broker for the related market.

### Suspensions of Trading

15.5D.1 Trading may be suspended during rapid price movements if the price rises or falls significantly in one session, triggering exchange rules. A stop-loss order will not necessarily limit your losses to intended amounts, as market conditions may prevent execution at the stipulated price.

### Non-Guaranteed Stops

15.6D.1 When a non-guaranteed stop is triggered, it issues an order to close your contract. However, market conditions may delay closure or result in a different price than intended.

### Gapping

15.7D.1 Gapping occurs when the underlying market price suddenly shifts from one level to another, often due to economic events or market announcements. When gapping occurs after the market is closed, the price upon reopening may differ markedly from the closing price, with no chance to exit a position before it resumes trading.

pending and SI/Tp Orders

15.8D.1 pending orders, and SI/Tp orders are client orders to open/close a position at a specific price (better/worse) and remain unfilled until reached. Such orders limit downside risks and are recommended; however, they cannot guarantee fulfillment at the exact specified price, especially in gapping or fast-moving markets.

## Hedge Margin

Hedge margin refers to the amount of funds required to open and maintain a hedge position in trading, especially when using derivatives like futures or options to offset potential losses in an underlying asset. It acts as a security deposit to ensure traders can cover potential losses.

## Hedge Margin=Total Contract Value × Margin Rate

## Margin Calls & Close-Outs

15.9D.1 If the Margin Level in your trading account falls below 100%, you will receive a margin call notification on your trading platform, and you will be unable to increase your overall exposure. Should your Margin Level fall below 50%, the trading system will automatically start closing out your open positions. This process is designed to reduce (though not eliminate) the risk of you owing more than you have invested. We strongly advise clients to maintain sufficient margin in their accounts to avoid forced close-outs and to consider using limit and stop orders for additional protection.

## The "Margin Level" is calculated as follows:

Margin Level = (Equity / Used Margin) × 100

Equity is the sum of your account balance, including realized profits and losses, plus any floating (unrealized) profit or loss on open positions.

Used Margin represents the total amount of margin allocated to open positions with STB PROVIDER LTD.

## Quoted Prices

15.10D.1 All prices quoted on our platform or website are indicative and considered an invitation to trade. Executed prices may differ from quoted prices, especially if the market has moved since you requested a quote.

## Client Money

15.11D.1 STB PROVIDER LTD holds all retail clients' funds in trust within segregated bank accounts. These segregated client funds are kept entirely separate from STB PROVIDER LTD' own funds, ensuring that, in the unlikely event of STB PROVIDER LTD' default, client funds would be returned to clients and not treated as recoverable assets by STB PROVIDER LTD' general creditors. However, this arrangement may not provide complete protection in every scenario (for instance, in the event of our bank's insolvency).

15.11D.2 Additionally, we implement a margin level specified (stop out) policy, which automatically closes open positions when your margin level reaches or falls below the close-out threshold. This policy significantly reduces the risk of losses due to client default, thereby helping to prevent financial strain that could lead to our insolvency.

15.11D.3 Funds transferred from an individual client to STB PROVIDER LTD are typically received directly into a segregated client bank account. If client funds are initially received into a general STB PROVIDER LTD account, they are still considered Client Money from the moment they reach STB PROVIDER LTD' accounts, not solely when they are moved to a segregated account.

15.11D.4 STB PROVIDER LTD uses only its own funds for hedging purposes and does not use client money to cover hedging counterparties or as working capital. STB PROVIDER LTD does not engage in speculative positions in the market.

### **Negative balance protection**

15.12D.1 if markets move rapidly against your trades, your account will not be negative. This is especially important to new traders that may not be familiar with how rapidly markets move during announcements, market openings or general market volatility. NBP ensures that traders with losing positions don't end up with a negative balance in their forex trading account. If you find yourself in a bad trade and are losing money fast, a margin call can save you from going into debt. Simply put, a margin call automatically closes your rapidly dropping open positions.

15.12D.2 the company has the right to stop offering this plan in the event of abuse and has the right to immediately block the customer's access to the market at its own discretion, blocking the account balance, setting and receiving fines or compensation, exclusion from brokerage services and settlement.

15.12D.3 The attempts to abuse the rules (intentionally or unintentionally):

Withdrawals from the trading account if this reduces the client's margin.

Executing hedges across multiple trading accounts, either in the client's name or in other clients' accounts. In this case we reserve the right to deduct the client's negative balance from other persons associated with it.

The use of arbitrage to exploit price gaps and delays in data feeds leads to costs for the broker.

By not taking reasonable and responsible steps to manage open positions to reduce the risk of loss.

15.12D.4 If the customer has several trading accounts, the negative balance is initially offset by the balance of other accounts.

15.12D.5 The broker reserves the right not to cover the negative balance resulting from the broker's fees and costs.

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## SECTION SIXTEEN

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### Additional Considerations

#### Can Lose More than Initially Invested

*16.1.1 Trading on margin means potential profits and losses can exceed your initial investment. Market volatility, particularly in fast-moving markets, can lead to substantial losses.*

#### Insufficient Funds

*16.2.1 If you do not have enough funds in your account to meet margin requirements, we may require an additional deposit immediately. Otherwise, we may close all or part of open positions without prior notice.*

#### Contingent Liability Investment Transactions

*16.3.1 Contingent liability transactions require a series of payments instead of immediate payment of the entire purchase price. Failure to meet margin calls may result in position liquidation, leaving you liable for any deficits.*

*16.3.2 If you trade in futures CFDs you may sustain a total loss of the margin you deposit with the firm to establish or maintain a position. If the market moves against you, you may be called upon to pay substantial additional margin at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.*

#### Liability for Losses

*16.4.1 You are responsible for any losses incurred if your positions are closed. Due to leverage, losses may exceed your initial deposit, so understanding these risks is essential.*

#### Weekend and Holiday Risk

*16.5.1 Not all trades are available 24 hours a day. Trading times may vary due to national holidays, daylight saving changes, and other factors, impacting availability.*

#### Electronic Trading

*16.6.1 Electronic trading systems have risks, including potential hardware or software failures, system downtime, or connection issues, which may impact trading.*

## Insolvency

*16.7.1 If a broker involved in your transaction defaults, your positions may be closed or liquidated without prior notice.*

## Expert Advisors & Indicators

*16.8.1 You accept sole responsibility for any third-party applications that you may install, whether directly or indirectly, on your Meta Trader platform, as well as for the use of any software provided on MT5 when downloaded. These applications may include robotic trading tools, known as Expert Advisors (EAs), which can be configured to automatically trade on a client's account, or indicators that are designed to signal potentially beneficial trading times.*

*16.8.2 It is your responsibility to conduct due diligence on any such software and assess whether you are willing to accept the risks associated with installing and using it on your trading account.*

*16.8.3 STB PROVIDER LTD does not assume any responsibility for decisions, trades, or signals generated by EAs or indicators, nor for the resulting profits or losses incurred through their use.*

*16.8.4 Some EAs may generate a high volume of trades and, at times, may leverage a client's account to its maximum exposure given the available funds. You are solely responsible for monitoring these trades, as well as any orders and the associated profit or loss generated by them, as these transactions are at all times linked to your account.*

*16.8.5 The use of a trading bot is possible only in accordance with the broker's rules, and for some trading accounts the trader does not have the right to use a trading bot. Therefore, in case of suspicious activity or violation of the rules, the company has the right to block all client accounts and refuse to provide services to them without any warning or explanation.*

*16.8.6 Trading bots, scripts or other related tools must not be malicious, such as arbitrage, abuse of supply and demand delays, sudden price changes, etc. In these cases, we make decisions based on the law.*

## Software

*16.9.1 Our Online Trading Facility may contain software that is provided for downloading (hereinafter referred to as "Software"). You acknowledge and agree that we make no warranty whatsoever that any Software downloaded onto your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Software is or will be uninterrupted, error free or available at all times. Our Online Trading Facility is not associated with the Software it may provide for download and we cannot be held liable for issues or faults that arise from the download or use of any such Software*

## Mobile trading

**16.10.1** *There are a series of inherent risks with the use of the mobile trading technology such as the duplication of Orders/instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may NOT reflect the actual executed price of the Order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price Quote or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider. Please also note that some of the features available on Online Trading Facility may not be available on our mobile feature.*

## Corporate Action Events

**16.11.1** *We do not profit from corporate action events that affect our clients, such as rights issues, takeovers, mergers, share distributions, consolidations, or open offers. Our goal is to mirror the treatment we receive, or would receive, if we were hedging our exposure to you in the underlying market. However, please note that you are not directly trading in the underlying market. Therefore, in relation to our contracts:*

We may need to request a decision from you regarding a corporate action event sooner than if you held the underlying instrument directly or maybe give you time for close your position.

The options we provide may be more limited and potentially less favorable than those available to holders of the actual underlying instrument.

If you have a stop order on an open OTC derivative share position, the treatment you receive will aim, to the maximum extent possible, to preserve the economic equivalent of the rights and obligations associated with your contract with us immediately before the corporate event.

## Dormant and Archiving Policy

**16.12.1** *In the event that there is no activity (trading/withdrawals/deposits/internal transfer) in all of your Accounts for a set period of at least ninety (90) calendar days, we will regard your Accounts to be dormant. An Account shall be deemed as dormant from the last day of the ninety (90) calendar days in which there has been no activity (trading/withdrawals/deposits/internal transfer) in the Account.*

**16.12.2** *Dormant Accounts will be charged with a monthly dormant fee of USD 5 (five United States Dollars) or the full amount of the free balance in the Account, if the free balance is less than USD 5 (five United States Dollars). There will be no charge if the free balance in the Account is zero. Following the implementation of the dormant fees, the dormant account will automatically be regarded as archived.*

**16.12.3** *Accounts with free balance less than USD 5 (or currency equivalent) will be archived immediately, after a period of ninety (90) calendar days during which there was no activity in them (i.e., log in/trading/withdrawals/deposits/internal transfer)*

## Tax

*16.13.1 We do not provide tax advice. Please seek independent advice regarding your tax obligations.*

## Regulatory and Legal Risk

*16.14.1 Changes in laws or regulations can impact securities, investments, or entire markets. Legal and regulatory risks vary by market and can often be unpredictable.*