

SEIKUM

顧客契約

CLIENT AGREEMENT

This Client Agreement (hereinafter referred to as the "Agreement") is entered into by and between Seikum, a legal entity with its registered address at Avenida Doctor Fedriani 33 Local 2, Sevilla, 410 9, Spain (hereinafter referred to as the "Company"), and any individual (except for stateless persons; individuals under 18 years of age; and citizens of countries in which the service is not offered by the Company) (hereinafter referred to as the "Client"), for the provision of Trader's Room and trading platform operations services. This Agreement constitutes a legally binding contract between the Company and the Client.

1. INTRODUCTION

1.1. This Agreement, which is an electronic document and does not require physical signatures, should be meticulously reviewed by the Client. The terms and conditions outlined in this Agreement are deemed accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with the terms herein.

1.2. The Agreement may be translated into all official languages of the Company's website; however, in the event of any discrepancies between the English version and its translation, the English version shall prevail.

1.3. Upon the Company's receipt of the Client's advance payment, all operations conducted by the Client in the Trader's Room or on the trading platform shall be subject to the terms of this Agreement.

1.4. The Client and the Company engage in all operations in the Trader's Room or on the trading platform as principals, and the Company does not act as an agent on behalf of the Client, unless otherwise expressly agreed upon. The Client is solely responsible for fulfilling all obligations related to their operations. If the Client acts on behalf of another party, the Company shall not recognize that party as a client and shall not assume any responsibility toward them, unless explicitly agreed otherwise.

1.5. Definitions used in this Agreement are provided in Clause 2 ("Terms and Interpretation").

2. TERMS AND INTERPRETATION

In this Agreement:

- "Balance" refers to the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.
- "Credit/Debit Card" signifies a thin plastic card containing identification information, enabling the cardholder to make payments for purchases and services and withdraw cash from the account.
- "Website" denotes the Company's website located at www.seikum.com.
- "Credit/Debit Cardholder" is the person whose information (first name, last name, signature) is associated with the card and who is authorized to maintain the card account.
- "Client's External Account" indicates the bank and/or electronic account held by the Client or the Client's Authorized Person.
- "Margin" represents cash security provided to support open positions.
- "Request" signifies the Client's order to the Company to obtain a quote. Such a request does not impose an obligation to execute a transaction.
- "Fund Deposit" refers to the deposit of funds transferred by the Client or the Client's Authorized Person and credited to the Company Account for transfer to the Client's Account.
- "Withdrawal Request" denotes an instruction issued through the Client's Trader's Room on the Company website to withdraw funds from the trading account and transfer them to the Client's External Account or the Account of the Client's Authorized Person, as specified in the instruction.
- "Identification Information" represents, for an individual, the passport/ID information provided during Client Registration.
- "Client Account" includes any account opened by the Client with the Company, encompassing Transitory Accounts, trading accounts, partner accounts, Manager's accounts, Investor's accounts, and other account types.
- "Client Terminal" refers to the program or third-party application connected to the Server. It is used by the Client to obtain real-time information on financial markets (to

the extent determined by the Company), conduct technical analysis, execute transactions, place/modify/delete orders, and receive notices from the Company.

- "Quote" signifies information about the current rate for a specific instrument, presented in the form of the Bid and Ask price.

- "Rate" represents the value of the base currency in terms of the quote currency.

- "Trader's Room" designates the Client's personal page on the Company's website, accessible after entering a unique login and password. It serves as a secure storage area for the Client's identification, account maintenance, transaction records, and support.

- "Inactive Trading Account" refers to a Client's trading account that has not had an open position, pending order, or non-trading operation for a 3-month period.

- "Non-Trading Operation" signifies any operation involving the deposit of funds, withdrawal from a Client's Account, or the provision (return) of Credit.

- "Trader's Room Number" represents the unique number assigned to each Client upon acceptance of this Agreement.

- "Open Positions" denote the aggregate risk disclosure arising from the purchase or sale of financial instruments in accordance with Client instructions, pending subsequent counter-transaction to close/settle such market trades/disclosures.

- "Written Notification" signifies an electronic document (including faxes, emails, internal mail on the client terminal, etc.) or an announcement on the Company's website.

- "Processing Center" designates a legal entity or its department that facilitates informational and technological interaction between payment participants.

- "Business Day" refers to a working day from Monday to Friday.

- "Free Margin" denotes the free equity in a transaction account, which can be used to open a new position.

- "Server" encompasses all programs and technology used to execute the Client's instructions, present trading information in real-time (information specified by the

Company), and consider the mutual obligations of the Client and Company in accordance with this Agreement.

- "Trader's Room Service" signifies the service providing a Client with a personal account on the Company's website, designed for the Client's identification, account maintenance, transaction records, and support.

- "Trading Platform" encompasses the Client Terminal, Server, and Communication channels between them, as well as the Company's software, which processes Client instructions.

- "Banking Day" denotes a day when the operation of the relevant bank is not interrupted for a significant period and the bank provides a range of banking services.

3. SUBJECT MATTER OF THE AGREEMENT

3.1. The subject matter of this Agreement is to provide the Client with access to the services available on the Company's Trader's Room and trading platform, including but not limited to the execution of trading operations, financial market analysis, account management, and other related services.

3.2. The Client acknowledges and agrees that the Company does not guarantee profits from trading operations and shall not be responsible for any losses incurred by the Client. The Client further acknowledges that trading in financial markets carries a high level of risk and may result in the loss of the entire investment.

4. CLIENT REGISTRATION

4.1. To access the services provided by the Company, the Client must complete the registration process on the Company's website and create a personal account (Trader's Room) by providing accurate and complete information as required by the Company. The Client agrees to keep their registration information updated and inform the Company of any changes promptly.

4.2. The Client is responsible for maintaining the confidentiality of their login and password for the Trader's Room and ensuring the security of their account. The Client shall immediately notify the Company in case of any unauthorized use of their account or any other security breaches.

4.3. The Company reserves the right to refuse registration or to suspend or terminate the Client's account at its discretion.

5. TRADING OPERATIONS

5.1. The Client agrees to conduct trading operations on the trading platform provided by the Company in accordance with the terms and conditions specified by the Company.

5.2. The Client acknowledges that trading operations involve a high level of risk and may result in losses. The Client is solely responsible for any losses incurred in connection with their trading activities.

5.3. The Company may provide the Client with access to real-time market information, quotes, and analysis tools. The Client acknowledges that such information is provided for informational purposes only and does not constitute financial advice or a recommendation to trade.

6. DEPOSITS AND WITHDRAWALS

6.1. The Client may deposit funds into their trading account using the payment methods provided by the Company. The Client is responsible for ensuring that all deposits are made from their own external account.

6.2. The Company may, at its discretion, request additional documents or information from the Client to verify the source of funds or comply with legal requirements. Failure to provide requested documents may result in the suspension or termination of the Client's account.

6.3. The Client may request withdrawals of funds from their trading account through the Trader's Room. Withdrawal requests will be processed in accordance with the Company's withdrawal policy.

6.4. The Client acknowledges that withdrawal requests may be subject to fees and charges as specified by the Company.

7. COMPLIANCE WITH LAWS AND REGULATIONS

7.1. The Client agrees to comply with all applicable laws and regulations related to their trading activities, including but not limited to tax laws, anti-money laundering laws, and financial market regulations.

7.2. The Client acknowledges that the Company may be required to report certain transactions to regulatory authorities or provide information to law enforcement agencies as required by law.

8. RISK DISCLOSURE

8.1. The Client acknowledges and understands that trading in financial markets carries a high level of risk and may result in the loss of the entire investment.

8.2. The Client should carefully consider their financial situation, investment goals, and risk tolerance before engaging in trading activities. The Client should only invest funds that they can afford to lose.

9. TERMINATION OF AGREEMENT

9.1. Either party may terminate this Agreement by providing written notice to the other party.

9.2. The Company may terminate this Agreement immediately if the Client breaches any of the terms and conditions herein.

9.3. Upon termination of this Agreement, the Client shall be responsible for closing any open positions and withdrawing any remaining funds from their trading account. The Company may charge fees for processing withdrawals after termination.

10. AMENDMENTS TO AGREEMENT

10.1. The Company reserves the right to amend or modify this Agreement at any time. Any amendments shall be communicated to the Client through the Trader's Room or other means specified by the Company.

10.2. The Client's continued use of the Company's services after the effective date of any amendments shall constitute acceptance of the amended Agreement.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement shall be governed by and construed in accordance with the laws of Spain.

11.2. Any disputes arising out of or in connection with this Agreement shall be resolved through negotiations between the parties. If the parties are unable to reach a mutually satisfactory resolution, the dispute shall be referred to arbitration in accordance with the rules of the Spanish Arbitration Association.

12. MISCELLANEOUS

12.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written.

12.2. The Client acknowledges that they have read and understood all the terms and conditions of this Agreement and agrees to be bound by them.

13. CONTACT INFORMATION

For any questions, concerns, or notifications related to this Agreement, the Client may contact the Company at the following address:

Seikum
Avenida Doctor Fedriani 33 Local 2
Sevilla, 410 9
Spain

Email: info@seikum.com

14. ACCEPTANCE

By completing the registration process and making an advance payment, the Client acknowledges and accepts all the terms and conditions of this Agreement.

15. EFFECTIVE DATE

This Agreement shall become effective upon the Client's completion of the registration process and the Company's receipt of the Client's advance payment.

By accepting this Agreement, the Client agrees to be bound by its terms and conditions. This Agreement outlines the rights and responsibilities of both parties and provides a clear understanding of the terms governing the use of the Company's services and trading platform.