

Client Agreement

The contract between you and Bayocean for opening accounts, trading and using the client portal.

Issuer • Bayocean Limited

Version • 1.1

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1. The parties

- 1.1** This Client Agreement (the "Agreement") is made between Bayocean Limited, a company incorporated in Saint Lucia under company number 2026-00312, with its registered office at Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia ("Bayocean", "we", "us" or "our"), and each person whose application to become a client has been accepted by Bayocean ("you" or "the Client").
- 1.2** By ticking the acceptance box during registration, opening a trading account, or placing an order, you confirm that you have read, understood and accepted this Agreement and the documents listed in clause 22.
- 1.3** Bayocean Limited is incorporated in Saint Lucia. Incorporation is not, and must not be read as, a licence or authorisation to provide foreign-exchange or CFD services issued by any financial regulator.

2. Definitions

In this Agreement:

- **Client Portal** means the Bayocean online client area (website and mobile version) through which you manage your profile, accounts, funding, withdrawals, internal transfers and other services.
- **Trading Account** means a live MetaTrader 5 ("MT5") account opened for you by Bayocean. Competition accounts, demo accounts and copy-trading wallets are not Trading Accounts for the purposes of clause 5.4.
- **Balance** means the cash amount in a Trading Account, excluding Credit and unrealised profit or loss.
- **Credit** means any non-cash amount that Bayocean may add to a Trading Account from time to time as trading margin.
- **Equity** means Balance plus Credit plus or minus unrealised profit or loss on open positions.
- **Margin Level** means Equity divided by used margin, expressed as a percentage.
- **Liquidity Provider** means a bank, prime broker, market maker or other institution to which Bayocean passes client orders for execution.

- **Business Day** means Monday to Friday, excluding days on which the relevant markets or Bayocean's banking and payment counterparties are closed.

3. Eligibility

- 3.1** You must be at least 18 years old (or the age of legal majority in your country of residence, if higher), have full legal capacity, and open accounts only for yourself and in your own name.
- 3.2** Our services are not offered to residents of the United States of America, or to residents of any country or territory subject to United States sanctions programmes. The current list is set out in the Restricted Jurisdictions Notice and may change as sanctions change. Our services are also not offered in any jurisdiction where offering or using them would be contrary to local law.
- 3.3** You confirm that the information you give us about your residence, nationality and identity is true. If we find that you are resident in a restricted jurisdiction, or that you gave false information, we may close your accounts in accordance with clause 18 and return any withdrawable Balance to you through a verified withdrawal method.
- 3.4** Acceptance of any application is at Bayocean's sole discretion. An introducing broker, partner or affiliate cannot accept an application or make any promise on Bayocean's behalf.

4. Identity verification and ongoing checks

- 4.1** You must complete Bayocean's identity verification ("KYC") in the Client Portal. No withdrawal can be made until verification is approved, and deposits made before approval are subject to the cumulative limit set out in the AML & KYC Policy. We may ask for identity documents, proof of address, a selfie or liveness check, and information on your occupation, source of funds and expected activity.
- 4.2** You must keep your information up to date. A change to your registered name requires a new identity document; a change to your registered email address or mobile number may require additional verification.
- 4.3** We may delay, suspend or refuse account opening, deposits, withdrawals or transfers while identity, anti-money-laundering, sanctions, fraud or security checks are carried out. Our AML & KYC Policy applies.

5. Accounts

- 5.1** Your profile in the Client Portal holds all of your Trading Accounts under one login.
- 5.2** Each Trading Account has a fixed account type and base currency chosen when it is opened. These cannot be changed afterwards; if you want a different type or currency you may apply for an additional Trading Account.

- 5.3** Leverage is set when an account is opened. You may apply to change leverage through the Client Portal. Leverage changes may be reviewed before they take effect, and Bayocean may refuse or limit a change, or reduce leverage on existing accounts, for risk, market, liquidity or regulatory reasons. Leverage for competition accounts is governed by the rules of each competition.
- 5.4** You may hold up to ten (10) live Trading Accounts at the same time. Competition accounts, demo accounts and copy-trading wallets do not count towards this limit. Opening an additional Trading Account may also be subject to conditions displayed in the Client Portal at the time of application, such as minimum balances on your existing accounts.
- 5.5** Account conditions, including dormancy and archiving of inactive accounts, are set out in the Account Conditions Schedule.

6. Our services and execution model

- 6.1** Bayocean provides online access to trading in contracts for difference ("CFDs") and rolling spot foreign-exchange contracts on currencies, precious metals, energies, indices, cryptocurrencies and other instruments made available in MT5 from time to time.
- 6.2** Bayocean operates a straight-through-processing ("STP") execution model: orders placed on Trading Accounts are passed to one or more Liquidity Providers for execution. Prices shown in MT5 are derived from prices supplied by our Liquidity Providers and may include a mark-up. Our Order Execution Policy explains how orders are handled.
- 6.3** Bayocean provides execution-only services. We do not give investment, tax or legal advice, and we do not manage your account unless you join a copy-trading or managed-account service under its own terms. Market commentary, analysis, signals, AI-generated content or educational material made available by Bayocean is general information only and is not a recommendation to trade.
- 6.4** CFDs are cash-settled. Trading a CFD does not give you ownership of, or any right to, the underlying asset.

7. Placing orders

- 7.1** You may place orders through MT5 (desktop, web or mobile). Orders placed with your login credentials are treated as given by you.
- 7.2** We may refuse, cancel or reverse an order, or adjust a trade, where: the order was executed at a price that clearly did not reflect the market at the time because of a price-feed, system or Liquidity Provider error ("manifest error"); the order breaches this Agreement or any limit applying to the account; or the order is connected with abusive trading as described in clause 12. We will act in good faith and, where practicable, tell you what action we took and why.
- 7.3** Each account is subject to limits set in MT5, such as minimum and maximum order sizes, maximum number of open positions and pending orders, and trading hours. These are

shown in the symbol specification in MT5.

8. Margin, Margin Call and Stop Out

- 8.1** You must maintain sufficient Equity to support your open positions. It is your responsibility to monitor your account at all times.
- 8.2** When your Margin Level falls to the Margin Call level, MT5 will show a warning. Bayocean is not obliged to contact you.
- 8.3** When your Margin Level falls to the Stop Out level, MT5 will automatically begin closing your open positions, starting with the position with the largest loss, until the Margin Level is above the Stop Out level. Positions may be closed at prices worse than the Stop Out level in fast or gapping markets.
- 8.4** The current Margin Call and Stop Out levels are stated in the Account Conditions Schedule.

9. Negative Balance Protection

- 9.1** Bayocean provides Negative Balance Protection on all live Trading Accounts. If, after all positions in a Trading Account have been closed, the Balance of that account is negative as a result of trading losses, Bayocean will reset the Balance to zero. You will not be asked to pay the negative amount.
- 9.2** Negative Balance Protection does not apply to, and Bayocean may recover, a negative balance that results from fraud, abusive trading under clause 12, chargebacks or reversed deposits, manifest errors, or arrangements designed to take advantage of the protection (for example, holding opposite positions across accounts). Bayocean will not refuse protection merely because you suffered genuine market losses.
- 9.3** Negative Balance Protection does not prevent the loss of all funds in a Trading Account.

10. Costs and charges

- 10.1** You pay the spread on each trade. Some account types or instruments may also carry a commission. Positions held over the daily rollover may be charged or credited swap (overnight financing); swap is charged at three times the normal rate on one day each week, normally Wednesday. Current figures are shown in MT5 and in the Product Specification Schedule.
- 10.2** Deposit and withdrawal fees are set out in the Funding & Withdrawal Policy. Third-party fees, such as blockchain network fees charged by your own wallet or exchange, are your responsibility.
- 10.3** Bayocean does not charge an inactivity or dormancy fee.

11. Client money

11.1 Client funds are held in accounts that are segregated from Bayocean's own operating funds and are not used to pay Bayocean's own business expenses.

11.2 No interest is paid on client funds.

12. Prohibited trading and conduct

12.1 You must not use our services for, or engage in:

- trading based on price-feed delays, stale or erroneous quotes, or other technical errors ("latency arbitrage");
- hedging or opposite positions between your accounts, or between your account and another person's account, whether at Bayocean or elsewhere, designed to exploit Negative Balance Protection, Credit or promotions;
- coordinated trading with other persons, or trading on multiple accounts controlled by one person to gain an unfair advantage;
- market manipulation, or using inside information;
- any use of software, robots or scripts that is intended to harm our systems or exploit errors;
- opening accounts in another person's name, or allowing another person to use your account;
- money laundering, terrorist financing, sanctions evasion, fraud, or any other unlawful activity.

12.2 Expert Advisors and other automated trading are allowed on Trading Accounts unless they are used for any activity listed in clause 12.1. Separate rules apply to competition accounts.

12.3 If we reasonably believe that you have breached clause 12.1, we may cancel the affected trades and remove any profit made from them, remove Credit or promotional benefits, restrict your accounts, and terminate this Agreement under clause 18.

13. Credit

13.1 Credit cannot be withdrawn.

14. Deposits, withdrawals and internal transfers

14.1 Deposits, withdrawals and internal transfers are governed by the Funding & Withdrawal Policy, which forms part of this Agreement.

14.2 Funds may be received only from you and paid only to you. We do not accept third-party payments, and we do not pay withdrawals to third parties.

14.3 Internal transfers are permitted only between Trading Accounts held in your own name.

15. Copy trading, managed accounts, competitions and promotions

15.1 Copy trading, PAMM/MAM managed accounts, trading competitions, introducing-broker arrangements and promotions are optional services, each governed by its own terms published in the Client Portal (the Copy Trading Terms, the PAMM/MAM Terms, the Trading Competition Rules, the Introducing Broker Agreement and any campaign terms). Those terms apply in addition to this Agreement.

16. Security of your account

16.1 You are responsible for keeping your Client Portal password, your MT5 trading password, verification codes and any device you use secure. Your Client Portal password and MT5 trading password are separate; do not share either of them with anyone, including introducing brokers or account managers.

16.2 Bayocean will never ask you for your passwords, verification codes, or the private key or seed phrase of any crypto wallet.

16.3 You must tell us immediately at support@bayoceancapital.com if you suspect that anyone else has accessed your account, your email account or your wallet, or if you notice trades, withdrawals or changes you did not make. If your registered email is compromised, contact us from a different email address.

16.4 To protect your account, we may temporarily lock the Client Portal after repeated failed login attempts, require a verification code for withdrawals and sensitive changes, and place a temporary hold on withdrawals when we suspect unauthorised access.

17. The Client Portal, platform availability and maintenance

17.1 We aim to keep the Client Portal and MT5 available at all times but do not guarantee uninterrupted or error-free access.

17.2 We may suspend access to the Client Portal for scheduled or emergency maintenance. Where practicable we will announce scheduled maintenance in advance. During Client Portal maintenance, functions such as deposits, withdrawals, transfers and account applications may be unavailable, while MT5 trading and open positions normally continue unaffected.

17.3 We are not liable for losses caused by events outside our reasonable control, including failures of internet connections, data feeds, Liquidity Providers, blockchain networks, hosting providers, or your own equipment.

18. Suspension and termination

18.1 You may close your accounts and end this Agreement at any time by notice through the Client Portal or by email. Closure takes effect when all positions are closed, pending requests are completed or cancelled, and any amounts owed are settled.

- 18.2** Bayocean may end this Agreement on seven (7) days' notice for any reason, or immediately where reasonably necessary because of a material breach, fraud or suspected fraud, AML or sanctions concerns, unauthorised access, abusive trading, a legal or regulatory requirement, or a risk to Bayocean, its clients or its systems.
- 18.3** On termination we may close any open positions at the prevailing market price. After deducting amounts lawfully due to Bayocean, we will return any withdrawable Balance to you through a verified withdrawal method, subject to completion of our checks.

19. Liability

- 19.1** Nothing in this Agreement limits liability for fraud, wilful misconduct or anything that cannot lawfully be limited.
- 19.2** Subject to clause 19.1, Bayocean is not liable for indirect or consequential losses, loss of profit or loss of opportunity, or for losses arising from your trading decisions, market movements, or events described in clause 17.3.
- 19.3** You agree to compensate Bayocean for losses it suffers as a result of your breach of this Agreement or your unlawful use of our services.

20. Communications and records

- 20.1** We communicate with you in English or Chinese through the Client Portal, email, MT5 internal mail or our website. Notices are treated as received when sent to the email address registered in your profile or posted in the Client Portal.
- 20.2** Our records, including MT5 server logs, Client Portal records and communications, are evidence of your instructions and transactions, unless shown to be wrong.
- 20.3** If this Agreement is translated, the English version prevails in case of any conflict, except where mandatory local law requires otherwise.

21. Changes to this Agreement

- 21.1** We may change this Agreement and the related documents. For a change that is material and adverse to you, we will give you at least ten (10) Business Days' notice through the Client Portal or by email, unless a shorter period is required by law, sanctions, security or market conditions. Other changes take effect when published.
- 21.2** If you do not accept a change, you may close your accounts before it takes effect under clause 18.1.

22. Documents forming part of this Agreement

- 22.1** The following documents form part of this Agreement: the Risk Disclosure, the Order Execution Policy, the Funding & Withdrawal Policy, the Account Conditions Schedule, the Product Specification Schedule, the AML & KYC Policy, the Privacy Policy, the Complaints

Policy and the Restricted Jurisdictions Notice. Service-specific terms listed in clause 15.1 apply when you use those services.

22.2 If there is a conflict, service-specific terms prevail for their subject matter, then this Agreement, then the schedules and policies.

23. Complaints

23.1 Complaints are handled under the Complaints Policy. Please email support@bayoceancapital.com with the subject line "Formal Complaint".

24. Governing law and jurisdiction

24.1 This Agreement is governed by the laws of Saint Lucia. The courts of Saint Lucia have non-exclusive jurisdiction over any dispute arising from it, without affecting any mandatory rights you may have under the law of your country of residence.

25. Contact

Bayocean Limited, Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia.
Email: support@bayoceancapital.com

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