BAYOCEAN

Client Agreement

Terms governing the Bayocean client relationship and live trading accounts

PRE-LAUNCH FINAL DRAFT - SUBJECT TO FINAL COUNSEL AND PRODUCTION APPROVAL

Entity	Bayocean Limited
Company number	2026-00312
Registered office	Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia
Draft date	12 August 2026

Status note. This document is drafted for pre-launch approval and is not effective until formally approved and published by Bayocean. Any unresolved item is stated expressly rather than inferred.

1. Parties and status

This Client Agreement is between Bayocean Limited, company number 2026-00312, with registered office at Ground Floor, Rodney Court Building, Rodney Bay, Gros Islet, Saint Lucia ("Bayocean", "we", "us"), and the person or legal entity accepted by Bayocean as a client ("Client", "you").

Bayocean is incorporated in Saint Lucia. Incorporation, registered-agent status or corporate standing must not be understood as a representation that Bayocean holds a Forex/CFD regulatory licence. Any regulatory or authorisation statement is made only where separately verified and expressly published by Bayocean.

Effective date: Effective upon launch and formal publication.

2. Eligibility and account acceptance

You must have legal capacity to enter into this Agreement and must satisfy the minimum age and eligibility requirements applied by Bayocean.

Bayocean may restrict or refuse applications based on jurisdiction, sanctions, AML/KYC, fraud, security, product suitability, operational capacity or other lawful risk criteria.

Services are not directed to residents of the United States, Canada, other restricted or sanctioned jurisdictions, or any jurisdiction where distribution or use would be contrary to applicable local law or regulation.

Client acceptance remains Bayocean's decision. An introducing broker, partner or affiliate cannot approve an account on Bayocean's behalf.

3. KYC, AML and ongoing due diligence

You authorise Bayocean to obtain and verify identity, address, beneficial-ownership, sanctions, PEP, adverse-media, source-of-funds, source-of-wealth and other information reasonably required for onboarding or ongoing due diligence. Bayocean may use specialist verification and blockchain-risk service providers.

Bayocean may delay account activation, funding credit, withdrawals or other activity while lawful identity, compliance, sanctions, fraud or security checks are completed. You must promptly update information that becomes inaccurate or incomplete.

4. Trading services and execution

Bayocean provides access to leveraged trading products through MetaTrader 5 or another approved interface. Product availability, trading hours, order types, margin settings and contract specifications are set by the applicable live account and symbol configuration.

Representative Bayocean symbols are configured for Market Execution. A requested price is not guaranteed.

Positive or negative slippage may occur, especially during volatility, reduced liquidity, market openings, news events or gaps.

Orders may be rejected, cancelled, partially filled or closed where permitted by the actual symbol, platform and execution configuration.

Bayocean does not guarantee uninterrupted platform access, execution speed, a fixed spread, continuous liquidity or that a stop order will execute at its requested level.

5. Leverage, margin and close-out

Trading is leveraged and can create rapid losses. Production account parameters are stated in the Account Conditions Schedule and may differ by account or product. Current pre-launch MT5 settings are Standard leverage 1:500 and Cent leverage 1:1000, with Margin Call at 50% and Stop Out at 30%; these values must be reconfirmed in the production environment before the final effective version is published.

Bayocean may change leverage or margin requirements for risk, market, liquidity, concentration, event or operational reasons where permitted by this Agreement and applicable law. Changes will be reflected in the applicable account or product terms.

6. Pricing, spreads, commission and financing

Spreads are variable and may widen. Bayocean intends to use raw or variable market pricing in production with transparent commission where applicable. The final commission schedule is the schedule displayed in the applicable Account Conditions, Product Specifications or client portal at the time it is effective.

Open positions may incur swap or financing adjustments. Rates are instrument-specific, may differ for long and short positions and may change. The applicable MT5 Product Specification is the operational source for current symbol settings.

7. Negative Balance Protection

For eligible retail Standard and Cent accounts, Bayocean intends to provide Negative Balance Protection (NBP). Where NBP is enabled for the applicable account, after all open positions are closed and executions, financing and account adjustments are finalised, any genuine negative trading balance caused by normal trading losses will be reset to zero. NBP is a post-close-out protection and does not prevent temporary negative equity, margin close-out, slippage or losses up to the amount allocated to the trading account.

NBP does not protect fraudulent, unauthorised or abusive activity, manifest accounting or crediting errors, chargebacks, identity misuse, or arrangements deliberately structured to exploit the protection. Any exclusion must be applied in good faith and only to the extent reasonably connected to the relevant misconduct or error. Bayocean will not use an NBP exclusion merely because a client incurred genuine market losses. RELEASE GATE: this clause must not become effective or be marketed until the production reset workflow has passed operational testing and management/counsel have approved the final policy.

8. Account security and instructions

You are responsible for protecting passwords, devices, authentication factors and access credentials.

Instructions sent through valid credentials may be treated as authorised unless Bayocean has actual notice of compromise.

You must notify Bayocean promptly of suspected unauthorised access, wallet compromise or fraudulent activity.

Bayocean may place a temporary security hold on withdrawals or sensitive account changes where account takeover or fraud is suspected.

9. Deposits and withdrawals

Supported funding is USDT through TRC20 and BEP20. Bayocean charges no deposit fee. USD accounts are credited at 1 USDT = 1 USD, and Cent accounts are credited at 1 USDT = 100 account cents, subject to successful network, address and compliance validation.

Withdrawal fee: 5 USDT for withdrawals below USD 100 equivalent; 1 USDT for withdrawals of USD 100 equivalent or above. Standard compliant withdrawal requests are targeted for internal review and blockchain release within one business day. First withdrawals, new wallets, security changes or compliance reviews may take longer. Blockchain confirmation time after release is outside Bayocean's internal processing target.

Bayocean generally accepts deposits from and processes withdrawals to wallets reasonably verified as controlled by the Client. Third-party funding or withdrawal destinations may be rejected or escalated for compliance review.

Transfers sent using an incorrect or unsupported network or address may be delayed or lost. Recovery is not guaranteed; where technical recovery is possible, reasonable recovery costs may apply.

10. Client responsibility and no personal advice

Unless Bayocean expressly agrees otherwise in writing, Bayocean does not provide discretionary portfolio management, personalised investment advice, tax advice or legal advice. You are responsible for assessing whether leveraged trading is appropriate for you and for monitoring positions, margin, account equity and trading activity.

11. Prohibited conduct

- fraud, identity misuse, account takeover, payment or withdrawal abuse;
- unlawful conduct, sanctions evasion, money laundering or terrorist financing;

- market manipulation, collusive activity, artificial account creation or exploitation of manifest technical errors;
- unauthorised access, scraping, interference with systems or misuse of platform infrastructure;
- misrepresentation of Bayocean by a client, partner or introducing broker.

12. Exceptional events, errors and platform risk

Bayocean may take reasonable action in response to market closure, extreme volatility, pricing or data-feed errors, corporate actions, exchange or liquidity events, telecommunications failures, cyber incidents, system outages or other events outside reasonable control. Any correction or adjustment should be made in good faith and consistent with the applicable product terms and law.

13. Suspension and termination

Either party may terminate this Agreement by written notice. A Client may request termination at any time; termination will normally take effect once open positions are closed, pending transactions are completed or cancelled, and outstanding obligations are settled. Bayocean may terminate the Agreement on not less than seven (7) days' written notice for ordinary commercial or service reasons.

Bayocean may suspend services, restrict transactions, reject new orders or terminate this Agreement with immediate effect where reasonably necessary because of a material breach, fraud or suspected fraud, sanctions or AML/CFT concerns, identity or account-security risk, unlawful activity, market-integrity concerns, insolvency or incapacity, a legal or regulatory requirement, misuse of Bayocean systems, or another circumstance where continued service would create material legal, financial, security or operational risk. Where practicable and lawful, Bayocean will notify the Client of the action taken.

On termination, the Client must close or authorise the closure of open positions. If positions remain open at the effective termination time, Bayocean may close them at available market prices in accordance with the execution terms. After valid charges, realised trading results and other amounts actually due under this Agreement are settled, any remaining withdrawable balance will be returned through an eligible verified withdrawal method, subject to KYC/AML, sanctions, fraud and security checks. Termination does not extinguish rights or liabilities that accrued before termination, and provisions intended by their nature to survive termination will continue to apply.

14. Complaints

Complaints should be submitted through Bayocean's designated written complaint channel. Bayocean will record, investigate and respond under the Complaints Policy. Any external escalation right depends on the law and jurisdiction applicable to the Client and will not be represented unless verified.

15. Privacy and records

Personal data is processed under the Privacy Policy. Bayocean may retain KYC, account, trading, funding, wallet, transaction, communication, complaint, security and compliance records for applicable legal, operational, fraud-prevention, audit and dispute purposes.

16. Amendments

Bayocean may amend this Agreement or an incorporated document where reasonably necessary for legal, compliance, operational, product, technology, market-risk or security reasons. For a material change that adversely affects the Client's contractual rights or materially changes fees, account conditions or service terms, Bayocean should provide at least ten (10) business days' notice before the change takes effect where reasonably practicable.

A change may take effect sooner where immediate action is reasonably required by law, sanctions, fraud or security risk, market conditions, platform integrity or another urgent operational necessity. In that case, Bayocean will provide notice as soon as reasonably practicable. Non-material corrections, formatting changes and changes that are solely beneficial to Clients may take effect without advance notice. If a Client does not accept a notified material change, the Client may close positions and request termination before the effective date, subject to settlement of outstanding obligations.

17. Governing law and dispute forum

DRAFTING RECOMMENDATION - SUBJECT TO SAINT LUCIA COUNSEL CONFIRMATION BEFORE EFFECTIVE PUBLICATION: This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the laws of Saint Lucia. Subject to any mandatory rights that cannot lawfully be excluded, the parties submit to the non-exclusive jurisdiction of the courts of Saint Lucia for disputes arising out of or in connection with this Agreement.

Nothing in this clause is intended to deprive a Client of a mandatory right or remedy that applies notwithstanding a contractual choice of law or forum. The parties should first use Bayocean's internal complaints process where appropriate, but doing so does not limit either party's right to seek relief from a court of competent jurisdiction. Notices relating to a dispute may be served through the contact details and electronic communication channels recorded for the account, subject to applicable law.

18. Incorporated documents and priority

- Risk Disclosure
- Account Conditions Schedule
- Product Specification Schedule
- Funding & Withdrawal Policy
- Privacy Policy
- Complaints Policy
- Any signed account-specific or product-specific addendum.

If there is a conflict, a signed account-specific or product-specific addendum prevails for its subject matter; then this Client Agreement; then the Account Conditions Schedule; then the Product Specification Schedule; then the Funding & Withdrawal Policy; then the Risk Disclosure and other policies, unless a document expressly states a different priority. Operational product settings may change only to the extent permitted by this Agreement, the applicable schedule and mandatory law.

Drafting references

These public sources informed the structure of this draft. Foreign broker terms are used only as market-practice benchmarks and are not represented as law applicable to Bayocean.

Saint Lucia FIA - AML/CFT legislation: https://www.slufia.com/p/legislation

Saint Lucia FIA - compliance forms: https://www.slufia.com/document-categories/downloadable-forms

FP Markets Seychelles Client Agreement - governing law/termination structure benchmark: https://www.fpmarkets.com/git-assets/pdfs/FSA-Client-Agreement-240625.pdf

IC Markets EU Terms and Conditions - termination/governing-law structure benchmark: https://cdn.icmarkets.com/uploads/EU/TERMS%20AND%20CONDITIONS%20OF%20BUSINESS.pdf

Pepperstone legal-document framework - account-opening acceptance benchmark: https://pepperstone.com/en-gb/about-us/policies/legal

MetaTrader 5 - Market Watch / Symbol Specification: https://www.metatrader5.com/en/terminal/help/trading/market_watch