

## FAIRMONT FINANCIAL SERVICES (PTY) LTD – CLIENT AGREEMENT

Please take sufficient time to read this Client Agreement as well as any other additional documentation and information available to you via our Website ([www.gulflveragefx.com](http://www.gulflveragefx.com)) prior to opening an account and/or carrying out any activity with us. You should contact us for any further clarification, or seek independent professional advice, if necessary. FAIRMONT FINANCIAL SERVICES (PTY) LTD does not issue advice, recommendations or opinions in relation to acquiring, holding or disposing of any financial product. FAIRMONT FINANCIAL SERVICES (PTY) LTD is not a financial, legal, tax or regulatory adviser.

### • IMPORTANT •

FAIRMONT FINANCIAL SERVICES (PTY) LTD ([www.gulflveragefx.com](http://www.gulflveragefx.com)) is regulated by the Financial Sector Conduct Authority of South Africa with Financial Service Provider (FSP) license number 51766.

- The website and/or the services and/or the products of FAIRMONT FINANCIAL SERVICES (PTY) LTD are NOT intended to be used by residents of certain jurisdictions such as the Member States of the European Economic Area, South Africa, USA, British Columbia, Canada, Iran, North Korea, Myanmar, Russia and some other regions.

### \* INTRODUCTION \*

The Agreement is entered by and between FAIRMONT FINANCIAL SERVICES (PTY) LTD (hereinafter called the “Company”, or “we” or “us”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (“Client” or “you” or “your”) on the other part. The Company is regulated and authorized by the Financial Sector Conduct Authority of South Africa. The Company is registered in South Africa, with registration number 2020 / 789026 / 07. The Company’s registered address is at Block 1 Constantia view office esta, Hogback ave, Randburg, Gauteng, 1709 South Africa.

This Client Agreement together with its Appendices and “the Risk Disclosure and Warnings Notice”, applicable “Bonus Terms and Conditions” and “General Fees” found on the Website (together the “Agreement”), as amended from time to time, set out the terms upon which the Company will offer Services to the Client and shall govern the relationship between the Parties. By applying to the Company to open a Trading Account the Client accepts the terms and conditions of the Agreement. Risk Warning: Contracts for difference (‘CFDs’) is a complex financial product, which is highly speculative, the trading of which involves significant risks of loss of capital. Trading CFDs, which is a leveraged product, may result in the loss of your entire balance. Remember that leverage in CFDs can magnify your profits as well as your losses. You should not deposit more than you are prepared to lose. You should ensure you fully understand the risks involved before entering into an agreement and start using the Trading Platform. Please ensure that you fully understand our risk warnings available within our Risk Disclosure and Warnings Statement here. For Securities Investing, you should read Appendix 2 that apply to the Services that you use with us. 3 The Company may provide the above documents in languages other than English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.

The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s). You accept the terms and conditions in the Client Agreements when you register as a user of the Trading Platform. Any acts, omissions or representations (oral or otherwise) made by you or us (including any of our employees you have dealings with) shall not amend or take priority over this Agreement. You accept this Agreement during the process of registration as a user of our Services. By accepting the Agreement, you enter into a legally binding agreement with us. When we refer to "you" and "your" we mean the Client of the Company who is a licensed user of the Trading Platform or any visitor to our website, who is not a Client of the Company. If you decide to download our Software to use the trading demonstration then the terms and conditions within this document (to the extent applicable) apply to you and by downloading the Software you accept the same and agree to abide by the terms and conditions herein, although you shall not be treated as our Client and we shall have not obligations towards you.

For any questions or notices, you may contact the Company at: Its registered office is located at Steratzias Court, Block B, Spyrou Kyprianou Avenue No. 41, 1st Floor, Office 101, 4003 Limassol, Cyprus. Email: [info@gulflveragefx.com](mailto:info@gulflveragefx.com)

By accepting the current Agreement, you confirm that you are able and agree to receive information, including any amendments to the present agreement, either via email or through this Website.

1. Definitions 1.1. In this Agreement: "Abusive Trading" shall mean the following actions, but not limited to, pip-hunting, 'sniping', scalping, arbitrage, manipulations including coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates, a combination of faster/slower feeds, fraud/illegal actions that led to the transaction, violation of the Client's obligations under paragraph 15.16 of the Client Agreement.

"Account Credentials" shall mean a unique username and password used by you to access and use the Trading Platform.

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

"Agreement" shall mean this "Client Agreement" with its Appendices 1 & 2 and the Risks Disclosure and Warnings Notice, applicable 'Bonus Terms and Conditions' and 'General Fees' found on the Website, as amended from time to time and any subsequent Appendices added thereto.

"Authorized Person" shall mean you or any of your officers, partners, principals or employees.

"Applicable Regulations" shall mean any rules of a relevant regulatory authority having powers over the Company and any laws which are applicable on the Company, without limitation means the FAIS

Act and subordinate legislation, any rules, statements of principle and directives of applicable authorities responsible for the regulation of the Company's business (including without limitation the FSCA and SARS) and all other laws, rules and regulations affecting this Agreement, in force from time to time.

"Base Currency" shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Business Day" shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any South African or other holidays to be announced on the Company's Website.

"Buy" shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset, and may also in our dealings with you in FX and CFDs, be referred to as a "long" or "Long Position".

"Close at Loss" shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

"Close at Profit" shall mean offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price. "Contract for Difference or CFD" shall mean the Financial Instrument which is a contract between the parties (typically described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

"CRS" shall mean the Common Reporting Standard developed by the Global Forum of the Organization for Economic Co-operation and Development (OECD). "Currency Pair" shall mean the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"Custody account" shall mean an account in the books of the Company in which the Company records Securities held in safe custody on behalf of the Client.

"Custody Assets" shall mean assets held in the Custody Account on behalf of the Client, which are arranged to be held in safe custody.

"Event of Default" shall have the meaning given in paragraph 27.1. of this Client Agreement.

"Difference" shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

“Effective Date” shall mean the date upon which you download or obtain a copy of the Trading Platform, by any means whatsoever.

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company’s Trading Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Trading Account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, Trailing Stops and take profit levels.

“Expiry Date” shall mean the date set specified on the Trading Platform with respect to certain Underlying Asset upon which any open Transaction for such Underlying Asset shall expire automatically.

“FAIS Act” means the Financial Advisory and Intermediary Services Act No.37 of 2002

“Financial Data” shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform.

“Financial Institution” shall mean banks, financial institutions, brokers or other trading organizations.

“Financial Instrument” shall mean the Financial Instruments of CFDs.

“FSCA” means the Financial Sector Conduct Authority.

“Force Majeure Event” shall have the meaning as set out in paragraph 17.1. of this Client Agreement.

“FX Contract” or “FX” shall mean the type of CFD where the Underlying Asset is a Currency Pair. Hence, any mention to CFDs in this Agreement also covers FX Contracts. So, although, FX Contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and/or on the Company Website and various Company policies.

“Initial Margin” shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

“Intellectual Property Rights” shall mean patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

“Introducer” shall have the meaning as set put in paragraph 39.1. of this Client Agreement.

“Investment Services” shall mean the Investment Services under the Company’s license which can be found in the document “Company Information” on the Website.

“Long Position” for FX and CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Maintenance Margin” shall mean the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform.

“Manifest Error” shall mean any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

“Margin” shall mean the Initial Margin and the Maintenance Margin collectively.

“Margin Call” shall mean a suggestion by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, in order to be able to maintain an open position, including without limitation a call under paragraph 14.2. of this Client Agreement.

“Market Order” shall mean Orders which are executed at the best available market price.

“Normal Market Size” shall mean the maximum number of Underlying Assets that, in our sole discretion, an Underlying Market trading in such an Underlying Assets can comfortably handle, having regard, if appropriate, to the normal market size set by such an Underlying Market or any other equivalent or analogous level set by the Underlying Market on which the Underlying Assets is traded.

“Open Position” shall mean any open option contract (call and / or put) which has not been closed.

“Order” shall mean an instruction from the Client to trade in FX and CFDs or Securities; for FX and CFD it means a Close at Loss or Close at Profit order. “Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“Quote Currency” shall mean in an FX Contract the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“Parties” shall mean the parties to this Client Agreement – the Company and the Client.

“Pending Order” shall have the meaning as set out in paragraph 2.4. of Appendix 1

“Pip” shall mean in an FX and CFD Transaction one hundreds of one percentage point.

“Position” shall mean your position in relation to any FX and CFD currently open on the Trading Platform on your Trading Account.

“Registration Data” shall mean certain personal and financial information that you are required to provide in order to download and use the Trading Platform and become our Client including Account Credentials, such information can include without limitation a copy of your passport, driving license and/or photo identity card.

“Scalping” shall mean the situation where a Client opens a position in CFDs and closes it within a five-minute period or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

“Securities” shall mean (i) bond, debenture, note or certificate (whether in tangible or intangible form) or other instrument or equivalent intangible holding evidencing indebtedness; (ii) any share, interest or participation in the issued share capital of a company including any replacement shares, interests, or participations following a surrender, cancellation, conversion, sub-division or consolidation; (iii) any warrant or future on, or any option or right to subscribe for or purchase any of (i) or(ii) above; and (iv) any other securities or instrument as agreed between the parties from time to time, and includes in each case an interest in a security accruing by virtue of the fact that the security is held through a clearing system, custodian or other intermediary;

“Securities Investing” shall mean trading in the physical securities that are available in our Trading Platform.

“Sell” shall mean an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset, and may also in our dealings with you, be referred to as a "short" or "short position".

“Services” shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 8.1. of this Client Agreement.

“Settlement Date” with regards to Securities Investing shall mean the date on which funds and Securities must exchange hands between a buyer and a seller.

“Slippage” shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. At the time that an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client’s requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used,

and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

“Software” shall mean the software provided by us which you will need to download in order to use the Trading Platform.

“Spread” for FX and CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a FX and CFD at that same moment.

“Swap or Rollover” for FX and CFD trading shall mean the interest added or deducted for holding a position open overnight.

“Trading Account” shall mean the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client the balance of the Client money and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found in the Website.

“Trading Platform” shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in FX and CFDs via the Trading Account.

“Trailing Stop” in FX and CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a Long Position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

“Third Party License” shall mean licenses from third parties governing third party software embedded or used in the Trading Platform.

“Trading Hours” shall mean the hours of trading as set forth on the Trading Platform for a particular Underlying Asset.

“Transaction” shall mean either the opening or closing of an offer to either buy or sell FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

“Underlying Asset” shall mean the object or underlying asset in a CFD which may be Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices and Futures. It is understood that the list is subject to change and Clients must refer each time on the Trading Platform.

“Underlying Market” shall mean the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems for Financial Instruments or Underlying Assets. “Website” shall mean the Company’s website at [www.gulflverage.com](http://www.gulflverage.com) or such other website as the Company may maintain from time to time.

“Written Notice” shall have the meaning set out in paragraph 34.5. of this Client Agreement.

1.2. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

1.3. Paragraph headings are for ease of reference only. 1.4. Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

## **2. License and Use of the Trading Platform**

2.1. The Trading Platform is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and CFD trading activity or such services would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- who is a citizen or resident of the United States of America, South Africa, British Columbia, Japan, European Economic Area, Canada, Israel or Australia as the Company does not accept Clients from these countries; The aforementioned list of countries is subject to alteration at any time that the Company deems proper in its sole and absolute discretion without any prior notice. For any enquiries as to this list, clients may contact the Company at: [info@gulflveragefx.com](mailto:info@gulflveragefx.com) for an updated list of banned jurisdictions; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

2.2. Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform to anyone in our sole and absolute discretion.

2.3. You acknowledge that we may provide the Trading Platform to other parties, and agree that nothing herein will be deemed or construed to prevent us from providing such services.



2.4. Subject to the terms and conditions of this Agreement, we hereby grant you, a personal limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to install and/or use the Trading Platform in object code only, solely for your personal use and benefit in accordance with the terms of this Agreement.

2.5. If any third-party software is included within or embedded in the Trading Platform, then such embedded third-party software shall be provided subject to the terms of this Agreement which apply to the Trading Platform. You shall fully comply with the terms of any Third-Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability.

2.6. We reserve any and all rights to the Trading Platform not expressly granted to you by this Agreement. The Trading Platform is licensed to you by us and not sold to you. The Trading Platform, all copies and any derivative work thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Except for the license expressly granted to you under this paragraph, no other license, right, or interest in any goodwill, trademark, copyright, logo, know how, patent, service mark or other Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

2.7. You shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of this Agreement and at your own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to your actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

2.8. Please inform us in writing if you encounter any problems with the Trading Platform, or have any suggestions for modifications, design changes and improvements. We shall have the right, but not the obligation, to make modifications to the Trading Platform based upon your suggestions. Any modifications, design changes and improvements made to the Trading Platform based on your feedback shall be the undisputed sole property of the Company.

2.9. We will deliver the Trading Platform with reasonable skill and care.

2.10. From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any of the Trading Platform without liability under this Agreement and if we do so we shall use reasonable endeavors to replace any part of the Trading Platform with an equivalent where practicable.

2.11. We have the right to shut down the Trading Platform at any time for maintenance purposes without prior notice to the Client, but this will be done only in weekends. In these cases, the Trading Platform will be inaccessible.

2.12. We make no express or implied representation or warranty:

- that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);
- as to the operation, quality or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and
- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the Trading Platform.

2.13. You:

- may only use the Trading Platform for so long as you are authorized to do so;
- may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this Agreement; and
- are responsible for the use of the Trading Platform (including the Account Credentials) by you.

2.14. You agree not to:

- use the Trading Platform for illegal or inappropriate purposes;
- (nor attempt to) interfere with or disrupt the proper operation of our software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;
- attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which you do not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform;
- take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;
- convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
- carry out any commercial business on the Trading Platform;

- knowingly or negligently upload or download files that contain software or other material protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents;
- falsify the origin or source of any content or other material;
- use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform;
- intercept, monitor, damage or modify any communication which is not intended for him/her;
- use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;
- send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
- do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction or stop their operation;
- do any action that could potentially allow the irregular or unauthorized access or use of the Platform;  
or
- unlawfully log into the Trading Platform and execute an order to buy or sell a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons.

2.15. You shall not be entitled to download, save or copy the Trading Platform.

2.16. Should we reasonably suspect that you have violated the terms of paragraphs

2.13.-2.1.5 hereunder, we are entitled to take one or more of the counter measures of paragraph 27.2.

### **3. Account Credentials and Security**

3.1. In the event that we accept you as our Client we shall open a Trading Account in your name which will allow you to place Orders on our Trading Platform. It is agreed and understood that the Company offers different types of Trading Accounts, which have different margin requirements and characteristics.

3.2. In order to access the Trading Account, you will be asked to enter your Account Credentials issued by us to you which are confidential and shall be used solely by you.

3.3. You:

- are responsible for ensuring that your Account Credentials remain confidential and fortaking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your authorised representative and making sure that a third party is not provided access to your computer for example via using team viewer to turn on control on your computer;

- must notify us immediately if you become aware that your Account Credentials have in any way become compromised or if any third party may be able to access the Trading Platform; and

- You agree we do not have to establish the authority of anyone quoting your Trading Account number or Account Credentials. The use of your Account Credentials by any third party is expressly prohibited.

3.4. If we believe that it is likely for a breach of security to occur, we may require you to change your Account Credentials or suspend your access to the Trading Platform. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time by giving notice to you.

3.5. You are responsible for ensuring that you alone control access to your Account Credentials, and that no minor or other person is granted access to the Trading Platform using your Account Credentials. You acknowledge that you are ultimately and solely responsible for all actions on the Trading Platform through your Registration Data including any unauthorized disclosure of your Account Credentials.

3.6. You undertake to immediately notify us immediately, first orally and then in writing, if you become aware of any loss, theft or use by any other person or entity other than you, of any of your Registration Data, including your Account Credentials. We will then take steps to prevent any further use of such Account Credentials and will issue replacement Account Credentials. You will be unable to place any Orders until you receive your replacement Account Credentials.

3.7. If we are informed from a reliable source that your Account Credentials may have been received by unauthorized third parties, we may, at our discretion without having an obligation to you, deactivate the Client Account.

3.8. You acknowledge that we bear no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

3.9. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of the Trading Platform through your Account Credentials.

#### **4. Intellectual Property**

4.1. You acknowledge that all Intellectual Property Rights in the Trading Platform are owned by us or our licensors.

4.2. You will not:

- copy, record, edit, alter or translate any of the Trading Platform, or any part of the Trading Platform. This shall include, without limitation not removing, editing or otherwise interfering with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the Trading Platform;
- reverse engineer, disassemble or otherwise attempt to derive source code for the Trading Platform in whole or in part except to the extent expressly permitted by law; and

- in any manner damage or impair any of our Intellectual Property Rights, and shall use your best efforts to protect our Intellectual Property Rights from infringement by third parties.

4.3. The Trading Platform, all copies and any derivative work thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Trading Platform, are and shall remain owned solely by us or our licensors. Except for the license granted in paragraph 2.2 of this Client Agreement, no other license, right, or interest in any goodwill or Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

4.4. Unless expressly permitted in this Agreement, you shall not:

- assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights thereto under the Client Agreements;
- separate any component part of the Trading Platform, or separately use any component part thereof on any equipment, machinery, hardware or system whatsoever;
  - decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform or any parts thereof;
- remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform;
- develop methods to enable unauthorized parties to use the TradingPlatform;
- attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Trading Platform by any means whatsoever;
- provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Trading Platform for the benefit of third parties;
- work around any technical limitations in the Trading Platform, or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform;
- use similar processes and functions to develop competing features or functions with the Trading Platform;
- use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation;
- permit or encourage any third party to do any of the foregoing.

## **5. Application and Registration Data**

5.1. In order to use the Trading Platform and our Services, you must register with us by providing personal details, including identity documents, as Registration Data. After you fill in and submit the Account Opening Application Form together with all the required identification documentation and Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our Client until all documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly satisfied. It is further

understood that we reserve the right to impose additional due diligence requirements to accept Clients residing in certain countries.

5.2. You agree and undertake to:

- notify us of any changes to your personal and financial information and/or in your financial condition by emailing : [info@gulflveragefx.com](mailto:info@gulflveragefx.com)
- provide true, accurate, current and complete Registration Data as prompted by the registration process;
- maintain and promptly update the Registration Data to keep it accurate, current and complete by emailing any changes to : [info@gulflveragefx.com](mailto:info@gulflveragefx.com) ;and
  - ensure that you log out from your Trading Account at the end of each session on the Website;
  - We may carry out credit and other checks from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering as well as for the management of your account. You authorize us to use your Registration Data and other information to perform the above checks in relation to your application process;
  - In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

5.3. Following receipt of your Registration Data you authorize us to use all the information you have provided us with, if we deem fit, to conduct further enquiries about you as we, in our discretion, may deem necessary or appropriate in the circumstances (for example confirming the identification information, requesting information from third parties including institutions or employers, performing anti-money laundering checks, if necessary). You understand that we may conduct any searches as we deem appropriate at any stage of the relationship and you have the obligation to cooperate with us fully and supply and information required promptly. We may further conduct any searches with other agencies for the purpose of verifying your identity against any particulars on any database (public or otherwise) to which such third parties have access to.

5.4. In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

5.5. Once logged onto the Trading Platform using your Account Credentials, you authorize us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, we have no responsibility for

transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

5.6. Acceptance of you as a Client does not mean that the Company is obliged to accept any future applications for other trading accounts you may wish to open.

## **6. Assessing Appropriateness**

We will not have an obligation to assess your knowledge and experience to determine whether the Service or Financial Instrument is appropriate or not for your level of experience and/or knowledge. It shall be your sole responsibility to make sure that the Service or Financial Instrument is appropriate for you.

## **7. Client Classification**

7.1. We shall not have an obligation to treat our clients in different classes depending on their knowledge and expertise.

## **8. Services**

8.1. If you are accepted as our Client, we shall be entitled to provide the following investment and ancillary services, subject to your obligations under the Agreement being fulfilled, including,

- Execution of Orders in Financial Instruments.
- Cash/collateral management.
- Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph 8.1 of this Client Agreement.

8.2. It is understood that when trading in CFDs there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

8.3. The Company has the right to offer, at its discretion, the opportunity for the Client to trade on a demo account with virtual money. The Client hereby agrees and acknowledges that the execution in the demo environment where a demo account operates might differ from the environment of a live account. The Company shall not be liable for any loss and/or other damage incurred by reason of such differences.

8.4. The Company may, from time to time and at its discretion, offer different types of Trading Accounts (for example Gold, Platinum, Diamond, etc.) with different characteristics and features (for example different spreads, fees and charges, etc.). These are available on our website. It is noted that a change to a different Trading Account is always subject to the approval of the Company and such approval may be withheld or revoked by the Company at any time and at its sole discretion. It is noted also that the Company reserves the right to amend any characteristic and feature of a Trading Account advertised on our website at any time. To enquiry about shifting to a different type of Trading Account, contact one of our dedicated Customer Support.

## **9. Advice and Commentary**

9.1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgment.

9.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

9.3. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website, or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

- the Company will not be responsible for such information;
- this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- information or as to the tax or legal consequences of any related Transaction;
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- the Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

9.4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

## **10. Confidentiality**

10.1. The Company may collect Client information directly from the Client (in his/her completed Account Opening Application Form or from the use of the Website otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

10.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes.



Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

10.3. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- Where required by law or a court order by a competent Court;
- Where requested by the relevant supervisory authority or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
- To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided;
- Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Financial Ombudsman or governmental authority;
- At the Client's request or with the Client's consent;
- To an Affiliate of the Company or any other company in the same group of the Company;
- To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 38.2. of this Client Agreement

10.4. You consent to us processing all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy found on our Website at [www.Gulfleveragefx.COM](http://www.Gulfleveragefx.COM) For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from <https://www.justice.gov.za/legislation/acts/2000-002.pdf>.

10.5. You recognize that you may receive our trade secrets and/or confidential or proprietary information. All information belonging to or relating to us including, without limitation, information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by you as a result of entering into or performing the Client Agreements which is designated as confidential by us or is otherwise clearly confidential in nature constitutes "confidential information".

10.6. You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Client Agreements and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.

10.7. You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

10.8. You acknowledge that we shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this paragraph 10, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by you, but shall be in addition to all other remedies available to us at law, in equity, or otherwise.

## **11. Personal Data**

11.1. You are informed that, if you are a natural person, the Company will collect, use, store, process and handle your personal information.

## **12. Administration and Marketing**

12.1. You accept that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, email, or post.

12.2. You accept that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with you, from time to time, by telephone, fax, email or post for marketing purposes to bring to your attention products or services that may be of interest to you or to conduct market research.

## **13. Telephone Calls, Faxed Documents and Records**

13.1. Telephone conversations between the Client and the Company will be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.

13.2. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

13.3. Our records will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request in our absolute discretion. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer.

13.4. The Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement or a Transaction.

#### **14. Consent to Electronic Transmission of Information and Reporting**

14.1. You hereby consent to have your Trading Account information and trade confirmations available on the internet in lieu of having such information delivered to you via postal mail or email. You will be able to access your Trading Account information via the Trading Platform using your Account Credentials. We will post all of your Trading Account activity and you will be able to generate daily, monthly and yearly reports of Trading Account activity as well as a report of each executed trade. Updated Trading Account information will be available no later than 24 hours after any activity takes place on your Trading Account. Posting of Trading Account information on your terminal will be deemed delivery of confirmation and Trading Account statements. At all times, Trading Account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margins, amounts available for trading, statements of profit and loss, as well as current open and pendingPositions.

#### **15. Authority to Trade**

15.1 You hereby authorize us to act on any instruction given or appearing to be given by you on the Trading Platform.

15.2. We shall be entitled, and you hereby authorize us, to rely upon any oral, electronic or written communication or instruction received from you. You agree that:

- once logged on to the Trading Platform following entry of the Account Credentials, we are authorized to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by you;
- following log-in to the Trading platform, nothing in this paragraph will oblige us to verify the validity of each instruction or the signatures prior to every trade; and
- you shall bear the risk of all instructions, whether authorized, unauthorized, improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought

against us, in any way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information

15.3. Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:

- the person who provided such an instruction was acting in excess of his authority;
  - acting upon such an instruction would infringe any law, rule, regulation or the Client Agreements;
- or
- in the event that we have accepted an offer to perform a Transaction that we later suspect falls within points (a) and (b) hereunder this paragraph 15.3, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset.
  - Nothing in this paragraph shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.

## **16. Severability**

16.1 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## **17. Waiver**

17.1. Any failure to exercise or any delay in exercising a right or remedy provided by the Client Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Client Agreement will not constitute a waiver of any other breach and will not affect the other terms of the Client Agreement.

## **18. Inducements and Conflicts of Interest**

18.1. It is understood that by entering into the Client Agreement, you consent that the Company is, without exception, the execution venue for all orders and acts as principal and not as agent on the Client's behalf; contractually the Company is the sole counterparty to the Client's trades and any execution of orders is done in the Company's name.

18.2. In promoting and marketing our services, we may engage affiliates. The activities of such affiliates are solely to introduce you as potential client to us. They are not permitted to offer any form of investment advice, legal advice, inducement, recommendation or portfolio management to you or to handle any of your funds or cash. The Client is hereby informed that the Company pays the affiliates mentioned above on fixed commissions per referral and/or variable commissions calculated as a percentage of deposits and/or volume of Orders of referred clients. For more details on these

commissions, you may contact the Company and the Company hereby undertakes to provide the relevant clarifications.

## Appendix 1 – FX and CFD TRADING TERMS

### 1. Scope

1.1. This Appendix 1 is applicable only to those Clients trading in the Financial Instruments of Contracts for Differences for all types of Underlying Assets available with the Company from time to time such as Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices, Futures, ETFs and Cryptocurrencies. Although the term FX / FX Contract is a type of a Contract for Difference, it is mentioned separately to mean the type of CFD where the Underlying Asset is a Currency Pair.

### 2. Opening and Closing Orders/Transactions

2.1. In order to open a Transaction in an FX and CFD on the Trading Platform, you must either open a Buy or a Sell, at the price quoted by the Trading Platform at the time of such Transaction. In order to close a Transaction, you must either offer to sell (in the case of a Buy), or purchase (in the case of a Sell), the Underlying Asset covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing offer. Transactions or open positions cannot be transferred to other FX and CFD providers or their platforms. Full details of our Order Execution Policy can be found on the Website.

2.2. The Trading Platform will provide a Buy quote and a Sell quote for each Underlying Asset traded on the Trading Platform. You acknowledge that upon opening a Buy or closing a Sell, you may only do so at the price quoted by the Trading Platform to purchase such Underlying Asset. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price quoted by the Trading Platform to sell such an Instrument.

2.3. On the Trading Platform, you shall be entitled to make an offer to open a Transaction at the best available rate on the Trading Platform ("Market Order") at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction ("Pending Order"). With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order. If you choose to open a Market Order, your offer will be accepted at the next available price offered on the Trading Platform.

2.4. With respect to a Pending Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Pending

Order may be accepted at a lower or higher price, than the price indicated by you in your Pending Order as specified on the Trading Platform from time to time. If you offer to open a Pending Order, your offer may be accepted at the price indicated by you in your offer. At any time prior to acceptance of a Pending Order, you may cancel the Pending Order without any further liability. If you choose to open a Pending Order, your offer will be accepted at the best possible rate offered on the Trading Platform.

### **3. Stop and Limits**

3.1. We may, in our sole discretion, allow you to specify a closing price for a Transaction through a "Close at Loss" and "Close at Profit" order, subject always to the terms of the Client Agreements and any other terms and conditions we may implement from time to time.

3.2. Upon your offer and our acceptance of your Order, you hereby authorize us to close the Transaction at the "Close at Loss" price or "Close at Profit" price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction if you are not in compliance with any of the factors set forth in paragraph 15.14 of this Client Agreement.

3.3. We may, in our sole discretion, allow you to request the opening or closing of a Transaction, including a "Close at Loss" and "Close at Profit" Order, within a specific time period determined by you. If we have accepted such a request, we may in our sole discretion, close the Transaction within such specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.

3.4. We may, in our sole discretion, accept an offer to place a Trailing Stop in relation to a "Close at Loss". You acknowledge that the original price level set forth in a Close at Loss may be amended as the market on the Trading Platform moves in your favour. Whilst your trailing "Close at Loss" is still in effect, you agree that each change in the market by at least one hundredth of a percentage point (referred to as "Pips" on the Trading Platform) in your favour shall constitute a new offer by you to raise the level of your trailing "Close at Loss" by one hundredth of one percentage point. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as shall be specified on the Trading Platform.

### **Premium (or Swaps)**

4.1. Any open Transaction held by the Client at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close. You acknowledge that when rolling such Transactions to the next Business Day, a Premium will be either added or subtracted from your Account with respect to such Transaction ("Rolling"). The Premium amount is a constant monetary value per lot and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Underlying Asset differentials, daily price fluctuations and other economic and market related factors. The Premium for each Underlying Asset is displayed in the "details" link for each specific Underlying Asset on the Trading Platform.

4.2. In deciding whether to open a Transaction for a specific Underlying Asset, you acknowledge that you are aware of the Premium.

4.3. You hereby authorize us to add or subtract the Premium to or from your Trading Account for any open Transactions that have accrued a Premium, in accordance with the applicable rate thereto, each day at 00:00 GMT+2 DST off.

## **Appendix 2 – Securities Investing**

### **1. Scope**

This Appendix 2 is applicable only to those Clients trading in Securities available with the Company from time to time. The terms in this Appendix 2 apply to you in addition to the Terms and Conditions of this Agreement, which apply to all of our services and not just securities investing. Capitalised words in this Appendix 2 will have the same meaning which are given to those word in the General Terms and Conditions. If a term of this Appendix 2 conflicts with or differs from a term in the Terms and Conditions of this Agreement, this Appendix 2 will apply.

### **2. Our Securities Investing service**

- This Appendix only applies to buy transactions made without leverage which are indicated as such on the trading platform. You can buy and sell shares on our platform, as well as other securities that we may offer from time to time.
- The Company will act as execution-only broker. The Company will also hold and administer client's funds and Instruments as custodian, and for this purpose the Company may delegate certain obligations under this Agreement to Third Parties (nominees/sub custodians).
- Securities such as shares are held in custody. Please see further below for more information.
- We may be required to give your details (including your email address) and details of your shareholding to the company registrars. By trading Securities on our platform, you consent to us providing your identifying information to any requesting service provider of the company.

### **3. Limitations to our Securities Investing service**

- We may provide factual market information and information in relation to any Securities at your request. However, we are not obliged to disclose such information to you and, if we do supply this information, it does not constitute investment advice.
- We will not be liable to you for any act or omission of any such third-party including but not limited to information provided by such third-party, except where we have acted negligently, fraudulently or in willful default in relation to the appointment of the third-party.
- The Company's trading platform is not an exchange or a market. This means that you can only enter into trades and investments with us on the platform, and not third parties. Therefore, our services are limited to you buying a Security on our platform, and selling that Security on our platform. You will not be able to transfer the securities out of your Trading Account, including for the purposes of selling that Security on another platform or to another person.

- We do not permit "US Reportable Persons to invest in Securities on our platform. If, for any reason, we allow you to trade in securities and then identify you as a US Reportable Person, we may close any open positions you may hold and then block or close your Trading Account. We may also be required to deduct US withholding tax on income and gross proceeds from your investments in listed US securities on our platform.

The key risks of Securities Investing All financial products carry risk, and even trading non-complex products, such as securities, will have a degree of uncertainty. The securities markets can be volatile, which means the prices of the securities can change rapidly, and therefore are unpredictable, which means that Securities Investing is not suitable for everyone.

## **5. Order placing in Securities**

- The Client understands and agrees that there is no guarantee that an Order dealing in Securities will be filled in full or in part. Where a delay occurs for any reason, we will attempt to execute the order as soon as reasonably practicable. The Client acknowledges and accepts that the market price of the Securities may have moved during the time between receipt and acceptance of the Order by the Company and attempt to execute the Order. In these circumstances, the third-party who has provided the quotation to the Company is not obliged to honour the indicative price the Client has received and, if that is the case, the Company may reject the Order. The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information from the Client to the Company and also from the Company to its Counterparty due to any cause beyond the reasonable control of the Company. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Client's terminal and the Company' server).

## **6. Security Interests Liens or rights of Set off**

- To the extent permitted by Applicable Regulations, the Client acknowledges and agrees that the Company or the Third-Party custodian may grant a security interest or lien over Custody Assets in favor of a Third Party, sub-custodian or depositary in respect of:

a. properly incurred charges and liabilities arising from the provision of custody and/or in Securities Investing services by the Company or such Third Party, sub-custodian or depositary to one or more of the Company's client's; or

b. a lien arising from the operating terms of a securities depositary, securities settlement system or central counterparty in whose account Securities are recorded or held.

- Such Security interest or lien shall become immediately enforceable in case of an event of default or insolvency concerning the Company or any Third Party, sub-custodian or depositary. In such case, the Third Party, sub-custodian or depositary may at its sole and absolute discretion, take possession of all or part of the Custody Assets subject to Security Interest, and may in its sole and absolute discretion appropriate, sell collect, convert into money and/or exercise any rights pertaining to all or part of such Custody Assets in such manner and on such terms as it thinks fit.



- Where security interests, liens or rights of set-off are granted by the Company over Custody Assets, or where the Company has been informed that they are granted, these shall be recorded in the Company's own books and records to make the ownership status of the Custody Assets clear, such as in the event of an insolvency or other event of default.

#### **10. Effect of termination**

- Where you terminate your relationship with us and provide us with instructions for closing your account, we will arrange for your Securities to be sold as soon as reasonably possible in accordance with this Appendix and the Terms and Conditions of your trading account and registration with us. We will hold the proceeds of the sale as client money an account in your name.

- We will charge fees and any other applicable charges and taxes on the sale of your securities.

- Where securities are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. We are not responsible for any shortfall that arises. Any shortfall will be borne by you