

## INVESTMENT DEALER CLIENT AGREEMENT

### CONTENTS

---

#### CLAUSE

1. PURPOSE OF TERMS.....	3
2. DEFINITIONS AND CONSTRUCTION .....	4
3. INTRODUCTION .....	6
4. SERVICES.....	7
5. ADVICE .....	9
6. INSTRUCTIONS.....	9
7. DEALING INSTRUCTIONS .....	10
8. DEALING.....	11
9. REPORTING TRANSACTIONS.....	12
10. MARGIN .....	13
11. SETTLEMENT.....	14
12. EVENT OF DEFAULT .....	14
13. CLIENT MONEY.....	16
14. CHARGED ASSETS.....	16
15. RISK ASSOCIATED WITH THE SERVICES.....	18
16. CONFLICT OF INTEREST & DISCLOSURES .....	19
17. CHARGES.....	20
18. LIABILITY AND INDEMNITY.....	21
19. ANTI-MONEY LAUNDERING & COUNTER TERRORISM FINANCING OBLIGATIONS .....	21
20. CLIENT’S WARRANTIES.....	22
21. REPRESENTATIONS & WARRANTIES .....	22
22. DELEGATION .....	23
23. ASSIGNMENT & THIRD PARTY RIGHTS .....	24
24. COMPLAINTS.....	24

25. NOTICES & COMMUNICATIONS.....	25
26. AMENDMENTS .....	25
27. TERMINATION.....	25
28. CONFIDENTIALITY.....	26
29. FORCE MAJEURE .....	26
30. FX CONVERSION.....	27
31. JOINT ACCOUNTS.....	27
32. MISCELLANEOUS .....	28
33. GOVERNING LAW & JURISDICTION.....	29
34. USE OF TRADING PLATFORM.....	30
35. PROCEDURE FOR DISPUTE RESOLUTION.....	31
36. RISK ACKNOWLEDGEMENT .....	32

**Trade Responsibly:** *Contracts for Differences (CFDs) and Spread Bets are derivative financial products traded on margin, also referred to as Leveraged Products. Trading on margin involves a high level of risk, as leverage can amplify both profits and losses. Therefore, Leveraged Products may not be suitable for all investors, and there is a possibility of losing all your invested capital. It's essential not to risk more than you can afford to lose. If you are uncertain about trading, it is advisable to seek independent advice beforehand. Please carefully review our Risk Warning Disclosure for detailed information regarding the risks associated with trading Leveraged Products.*

## **1. Purpose of Terms**

- 1.1. These terms set out the terms and conditions on which the Company will provide the Client with services from time to time.
- 1.2. References in this Agreement to 'we' 'us' or 'our' shall include the employees, agents, trustee and assigns of BCM Markets Ltd. 'You' or "your" shall be construed to mean the Client.
- 1.3. These Terms together with the Client Application Form (Schedule A) and other related agreements, Legal Documents and notices (this 'Agreement') together constitute the terms of your agreement with us and the Client Agreement under the laws and regulations in force in Mauritius.
- 1.4. We are licensed and regulated by the Financial Services Commission of Mauritius to act as Investment Dealer (Full-Service Dealer except Underwriting) under the Financial Services Act 2007 and the Securities Act 2005.
- 1.5. The Client has no right to cancel the Agreement on the basis that it is a distance contract.
- 1.6. The Legal Documents, including this Agreement, shall come into effect on the date on which the Client receives notice from the Company of successful Account activation as per Clause 1.7 below, and shall continue unless and until terminated by either party.
- 1.7. The Client's Trading Account shall be activated by the Company giving notice to the Client and upon:
  - 1.7.1. The Company having received an on-line registration form completed by the Client;
  - 1.7.2. Acceptance by the Client of the Legal Documents; and
  - 1.7.3. The Client having passed, to the Company's satisfaction, all relevant know-your-customer checks and verification procedures.
- 1.8. The Company reserves the right at its absolute discretion to accept or reject the Client with or without reason.
- 1.9. The Company has the right to request minimum initial deposit (to be determine by the Company in its sole discretion) to allow the Client to start using the Trading Account.
- 1.10. Upon activation of the Trading Account, the Client shall be able to view, in the Client's dedicated personal space in the Platform, the amount due to them as account balance at all times and shall have the right to withdraw the same, on demand. Accordingly, the Client hereby waives the right to receive a monthly written statement.

## **2. Definitions and construction**

- 2.1. Save where provided in clause 2.2 or the context otherwise requires words and phrases defined in the Acts (other than the term 'Client') shall have the same meanings when used in this Agreement
- 2.2. The following words and phrases shall have the following meanings:
- 2.2.1. **Acts:** mean the Financial Services Act 2007, Securities Act 2005 and the Financial Intelligence and Anti Money Laundering Act 2002 and as may be amended from time to time and any other legislations regulating the activities of the Company;
- 2.2.2. **Access Data:** mean the Client's access codes, any login code, password(s), Trading Account number and any information required to make Orders with the Company.
- 2.2.3. **Assets:** means all your cash balances, investments, rights to the payment of cash or the delivery of investments and all and any other assets of yours which may at any time and for the time being be represented by an entry on or standing to the credit of your Account including without limitation assets held by us and assets held with or rights or claims arising in relation to or against any intermediate broker, exchange, market operator, clearing house or depository through or with which transactions on your behalf are executed or cleared;
- 2.2.4. **Business Day:** means any day which is not a Saturday or Sunday, or a public holiday in Mauritius;
- 2.2.5. **Dispute(s):** mean either: (a) the conflict situation when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of the Legal Documents; or (b) the conflict situation when the Company reasonably believes that the Client as a result of any action or failure to act breaches one or more terms of the Legal Documents; or (c) the conflict situation when the Client makes a deal at an error quote (Spike), or before the first quote comes to the Trading Platform on the market opening, or at the quote received by the Client because a dealer made a manifest error or because of a software failure of the Trading Platform. Any dispute between the parties which: (i) in the sole opinion of the party delivering the relevant dispute notice, is required to be subject to the dispute resolution procedure; and (ii) in respect of which a dispute notice has been effectively delivered.
- 2.2.6. **Charged Assets:** has the meaning given in clause 14;
- 2.2.7. **Completed Transaction:** shall mean two counter deals of the same size in different directions (opening a position and closing the position), buying and then selling or selling and then buying.
- 2.2.8. **Event of Default:** has the meaning given in clause 12;

- 2.2.9. **FSC:** means the Financial Services Commission of Mauritius;
- 2.2.10. **FSC Rules and Regulations:** means the rules and regulations issued by the FSC and as may be amended from time to time;
- 2.2.11. **Long Position:** means a buy position that appreciates in value if market prices increase.
- 2.2.12. **Obligations:** means all your costs, expenses, losses, liabilities and other obligations owed to us to make payment, deliver assets or perform any other legally binding obligation whether arising under this Agreement or otherwise, and whether actual or contingent including unlimited to costs, expenses, losses, liabilities and other obligations incurred by us as a result of the performance by us of our duties or the exercise by us of our rights, powers and/or privileges hereunder;
- 2.2.13. **Open Position:** shall mean a Long Position or a Short Position which is not a Completed Transaction.
- 2.2.14. **Order(s):** shall mean an instruction from the Client to the Company to open or close a position when the prices the Order Level.
- 2.2.15. **Order Level:** shall mean the price indicated in the Order.
- 2.2.16. **Platform:** means the platform that is provided to you for trading;
- 2.2.17. **Security:** means the security created by clause 14;
- 2.2.18. **Securities:** may include bonds, shares, or other securities/instruments, and rights which may at any time accrue or be offered (by way of redemption, dividends, conversion, option or otherwise) in respect of any of the foregoing, and any certificates, options or other instruments (in registered or unregistered form) representing rights to receive, purchase or subscribe for any of the foregoing or representing any other rights or interests therein (including where constituted by an entry in the records of the issuer/depository).
- 2.2.19. **Short Position:** means a sell position that appreciates in value if market prices of the underlying instrument fall.
- 2.2.20. **Trading Account or Account:** shall mean one or more accounts maintained by us in respect of your assets and liabilities arising in connection with your dealings with us; the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.
- 2.2.21. **Trading Platform or Platform:** means The trading platform consists of the server and the client terminal including webplatform and their mobile versions.

- 2.2.22. **Transaction:** mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under this Agreement and any other Legal Document as defined herein and published by the Company from time to time.
- 2.2.23. **Website:** shall mean the Company's website at [www.bcm-markets.com](http://www.bcm-markets.com) and/or any such other website as the Company may maintain from time to time for access by Clients.
- 2.3. References in this Agreement to statutes, the FSC Rules and Regulations, and any other rules, regulations or laws shall be to such statutes, FSC Rules, rules, regulations and laws as modified, amended, restated or replaced from time to time. References to clauses are to the clauses of this Agreement. Headings are included for convenience only and shall not affect the interpretation of this Agreement. This Agreement, the Account Application Form and any supplemental documentation are to be construed as one agreement.
- 2.4. Nothing in this Agreement shall exclude any duty or liability which we have to you under the FSC Rules and Regulations or any other relevant law.
- 2.5. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.6. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to a clause in or a party or schedule to this Agreement or any other legal document, manual, announcement and circular issued or published by us to our website from time to time.
- 2.7. The clause headings are inserted for ease of reference only and do not affect the construction of the terms of this Agreement or any other document thereof.

### 3. Introduction

- 3.1. This Client Agreement ("**Agreement**") is entered into between BCM Markets Ltd (the "**Company**", "**us**", "**we**", "**ours**", "**our**") and a person who has successfully completed the process of application and registration to open a Trading Account with the Company via our Website or through any other method designated by the Company.
- 3.2. BCM Markets Ltd is a company duly registered in the Republic of Mauritius with registration number 204864 and license number GB23202163.
- 3.3. This Client Agreement, the Risk Warning Disclosure and such other policies, manuals, announcements, circulars and procedures applicable to the Clients as are published in the Website (the "**Legal Documents**"), as these may be amended or supplemented from time to time, constitute the entire agreement between the Company and the Client. The Legal Documents set out the terms upon which the Company shall deal with the Clients in respect of its Services.

- 3.4. The Legal Documents shall govern all trading activity and non-trading operations of the Client with the Company.
- 3.5. Regarding any Client transaction, the Company operates on a principal-to-principal basis and not as an agent acting on behalf of the Client. This arrangement implies that, unless otherwise stipulated, the Company considers the Client as its primary counterparty for all intents and purposes, and the Client bears direct and full responsibility for fulfilling the obligations associated with each transaction conducted by the Client. In the event that the Client acts in relation to or on behalf of another individual, regardless of whether the Client discloses the identity of that individual to the Company, the Company will not acknowledge said individual as a client and assumes no obligations towards them.

#### **4. Services**

- 4.1. The Company provides securities trading related Services. Unless otherwise specifically agreed in writing, all Services provided by the Company to Clients are subject to these Terms.
  - i. The Company provides execution-only services on securities namely stocks, bonds, ETF's and CFD's to the Client unless otherwise agreed in a separate agreement which replaces these Terms. The Company accepts no obligation to provide individual advice, surveillance, information or recommendations in respect of any Instrument or Service.
  - ii. The Company may enter into any contracts as principal with the Client. The Company may at its discretion cover or hedge any Contracts with its Liquidity Providers, but the Client will have no recourse against any of the Company's Liquidity Providers. Whenever the Company is entering into a contract as principal, the Company shall have the obligation to disclose to the Client that the Company is entering into the transaction as principal.
  - iii. The Company may provide advice, information or recommendations to the Client. Such advice, information or recommendations are provided on a non-binding and non-independent basis, and the Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the profitability, accuracy or completeness of such advice, information or recommendations.
  - iv. The Company may also manage portfolios of clients.
- 4.2 Notwithstanding any other provision of these Terms, in providing its Services, the Company is entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules, decisions by and agreements with Regulated Markets, other markets, Liquidity Providers or public authorities and/or applicable law.

The Company does not provide any advice to the Client on any tax related matters. Client should obtain independent advice from its financial advisor, auditor and legal counsel with respect to tax implications of the respective Services.

- 4.3 Clause 4.1 is subject to any limits or restrictions you may specify in writing to us. Please list in the 'Account Application Form' any investment, or type of instrument or exchange or geographic area in which you do not wish to trade.
- 4.4 Save as specified in this clause and the Account Application Form there are no other restrictions on the type of investments in relation to which we may provide our Services.
- 4.5 Unless you inform us to the contrary, we will assume that you would like us to be able to visit, telephone, e- mail or contact you when we consider it necessary or appropriate to discuss investments without having first been expressly invited by you to make such a contact.
- 4.6 We are authorized by you to do anything which we consider necessary or appropriate either to provide the Services (including but not limited to acting as your agent and delegating our authority as your agent to another) or to comply with any applicable laws or regulations as may reasonably be appropriate. You agree to ratify and confirm everything lawfully done in the exercise of such discretion.
- 4.7 Except where expressly agreed in writing we will not be responsible for the provision of any tax legal advice in relation to the Services.
- 4.8 We will treat you as our customer and we have no obligation and accept no liability to any other person for whom you may be acting as an agent intermediary or fiduciary (whether or not the existence or identity of such person has been disclosed to us) and your obligations to us shall not be diminished in any way by reason of you so acting.
- 4.9 We will not be obliged to affect any transaction nor do anything else which we believe would breach any statute law or regulation.
- 4.10 If your Account comprises more than one account with us, we will have the right, without prejudice to any other right we may have, to combine all or any such accounts and set off any amount at any time owing from you to us on any account against any amount owing by us to you for any purpose.
- 4.11 We may, at our discretion, at any time convert any sums of money held in a currency other than the currency of the relevant Obligation into the currency of the Obligation at the current exchange rates (or other reasonable rate) including but not limited to circumstances where and the proceeds of such conversion will be automatically applied in reduction of the Obligation under advice to you.



4.12 You confirm having read the instructions for using the Platform and operate your Trading Account.

## **5 Advice**

5.2 Where we agree to provide you with an advisory service such advice will be on a transaction-by-transaction basis and we shall not be liable for any costs, claims, liabilities, expenses or losses which you may suffer as a result of relying on any such advice or information unless it is proved that we have been negligent or acted in bad faith.

5.3 Advice and recommendations shall not constitute an offer to enter into a contract or an offer to buy and sell or solicit of an offer to buy or sell an instrument.

5.4 Where we have agreed to provide an advisory trading service you should notify us in the Account Application Form of the initial cash or other Assets which you will make available for trading and arrange for these to be deposited in the account for which details will be provided by us.

5.5 You should also advise us as soon as possible of your investment objectives, any relevant restrictions and the degree of risk you are prepared to accept by completing the Account Application Form. Any such restrictions shall not be treated as breached solely as a result of subsequent variations in the value or price of any investment(s) or other Asset(s) credited to the Account.

5.6 Where the Services involve the giving of advice or the provision of information, we will use reasonable endeavours to ensure that such advice or information is accurate at the time of providing such advice or information but you acknowledge that advice and information provided by us may be based upon information obtained from third parties and/or which is incomplete and unverified. We shall not be liable for any costs, claims, liabilities, expenses or losses which you may suffer as a result of relying on any such advice or information unless it is proved that we have been negligent or acted in bad faith.

5.7 Please note that we will not advise you about the merits of a particular transaction if we reasonably believe that, when you give the order for that transaction, you are not expecting such advice; the deal will then become an 'execution-only' transaction. This will always be the case with an execution-only service.

5.8 Any advice that we provide shall be in relation to an investment and shall not be construed to include legal, tax or other form advice for which we have not explicitly consented or are licensed to provide to you.

## **6 Instructions**

- 6.2 We shall be entitled to act upon any oral or written instructions reasonably believed to be from you or from any other person authorized to act on your behalf. Once given, instructions may only be withdrawn or amended with our consent.
- 6.3 Instructions may be acknowledged either expressly or by our acting upon them.
- 6.4 We may at our absolute discretion refuse to accept or act in accordance with any instructions, without being under any obligation to give any reasons thereof. If we decline an instruction, we will take reasonable steps to notify you promptly of this but subject to this, we will not be liable for any failure to accept or act on such instructions.
- 6.5 If you wish to authorize anyone else to give instructions on your behalf please notify us in writing on the Account Application Form and have that other person provides a specimen signature coupled with his national identity card, or a copy of his passport and a proof of address, dated less than three (3) months at the date of providing the proof of address to BCM Markets. Unless and until we are informed in writing that such authority has been withdrawn, any action taken by us in conforming to instructions given under such authority will be binding on you.

## **7 Dealing instructions**

- 7.2 Unless we have agreed to provide you with an advisory service as indicated in the Account Application Form you will be dealing with us on an execution-only basis in reliance solely on your own judgment. In this regard you should bear in mind that if we merely explain the terms of an investment or its performance characteristics this does not of itself amount to advice on the merits of a transaction in the investment or on the legal or tax status or consequences.
- 7.3 You may give us oral or written instructions but it is anticipated that instructions to execute transactions will normally be communicated to us through our platform.
- 7.4 We shall be entitled to act upon your instructions or those of any other person we reasonably believe to be authorized to act on your behalf. We may at our discretion refuse to accept any new instruction given by you for any individual transaction. We may acknowledge your instructions by such means as we consider appropriate whether orally, in writing, by actual performance or otherwise.
- 7.5 You shall promptly (and within any time limit imposed by us) give any instructions we may reasonably request from you in respect of any transactions or other matters in relation to which we have accepted your instructions to act. If you do not do so, we may in our sole discretion take any steps at your cost as we consider appropriate for our or for your protection.
- 7.6 If we advise you that we consider an investment decision to be unsuitable but you still wish to execute a transaction based on that decision, we will only accept the instruction on an 'execution-only' basis without any liability on our part.

- 7.7 In the event that we have any reason to believe that any instruction you have provided to us is suspicious or may involve us being associated in the commission of a crime, regulatory offence or be liable to a fine or penalty, we will not be obliged to, and you irrevocably agree that we do not have such obligation, deal in such instruction at our sole and unfettered discretion.
- 7.8 If despite our vigilance any criminal, civil, administrative or regulatory action is envisaged by any person (including a regulatory authority or branch of government), you agree to defend us in respect of any claim or liability arising out of such instruction (whether the instruction was executed or not).

## **8 Dealing**

- 8.2 We may execute your dealing instructions upon or in accordance with the rules of any market or exchange and through any clearinghouse selected by us. We may enter into transactions for or with you which are not on or in accordance with the rules of any exchange (for example, off-exchange transactions in foreign currencies), or in other non-readily realizable investments. The market in non-readily realizable investments is limited or could become so. They can be difficult to deal in and it can be difficult to assess what would be a proper market price or other current value for them.
- 8.3 Assets and profits arising on closing a position, settlement or liquidation will be credited to your Account and losses will be debited from your Account. Any debit balance arising as a result of any close-out, settlement or liquidation will be payable by you forthwith whether or not demanded buys.
- 8.4 We shall be entitled to carry out all transactions in accordance with the rules, regulations, customs or practices of the relevant market, exchange and/or clearing house and all applicable laws whether imposed on you or us. We may take all such steps as may be required or permitted by such laws, rules, regulations, customs and/or market practice. We will be entitled to take or not take any reasonable action we consider fit in order to ensure compliance with the same and all such actions so taken will be binding upon you.
- 8.5 You agree that any transactions we effect for you will be subject to the rule's regulations, customs and practices of each relevant market, exchange, or clearing house on, through or with which we deal.
- 8.6 In order to give effect to your dealing instructions, we may at our discretion instruct an intermediate broker selected by us. We undertake to use reasonable care and skill in the appointment of the intermediate broker. Subject to this, we accept no liability for any default of any intermediate broker or market, exchange or clearing house.

- 8.7 In executing transactions for or with you we will always deal with you as principal. We confirm that we will seek best execution in accordance with the FSC Rules and Regulations or other relevant laws or rules as applicable.
- 8.8 We may at our discretion aggregate your orders with our own orders or those of other clients of ours. We will allocate the proceeds of such orders among the participating accounts in a manner which we believe to be fair and equitable. If the combined order is not executed at the same price, we may average the prices paid or received and debit or credit your Account with the average net price. Details of average price will be furnished on request. Such allocation must take place within one business day of execution. In aggregating your orders in this way, we must reasonably believe this will be to your advantage, for instance to obtain better execution or reduced foreign exchange or other dealing costs by being part of a larger transaction. However, on occasion, aggregation and allocation may not work at your advantage.
- 8.9 Where we are unable or consider it undesirable or inappropriate to execute your order at once or in a single transaction, we may execute it over such period as we deem appropriate and we may report to you an average price for a series of transactions so executed instead of the actual price of each transaction.
- 8.10 We may undertake a programmed trade or trades comprising a single transaction or series of transactions on your behalf. In doing so we will always act as principal.

## **9 Reporting transactions**

- 9.2 We will send to you a confirmation in respect of each transaction within the time required by the FSC Rules and Regulations, or other relevant laws or rules as applicable.
- 9.3 After executing a trade which closes out an open position your confirmation will include a difference account, showing your profit or loss arising from the closing out which will be credited to or debited from your Account and due for immediate settlement.
- 9.4 If we have instructed an intermediate broker on your behalf, the confirmation may be a copy of the confirmation sent to us by the intermediate broker. Confirmations posted, electronically transmitted or otherwise sent to you at your last known address or email address in our records will be deemed to have been received by you when sent to the relevant address.
- 9.5 Unless otherwise agreed we will send you a statement half yearly of every account comprised in your Account which includes or may include uncovered open positions. Performance measurement will not be provided other than by special arrangement. The statement shall include details of the contents and value of your Account and open positions and such other information as may be agreed from time to time by us or as is required to be disclosed under the FSC Rules and Regulations, or other relevant laws or rules as applicable.

- 9.6 Any confirmation or statement of account or any certificate issued by us in respect of any transaction or other matter shall be conclusive and binding on you unless objection in writing is received by us within 2 Business Days of the actual or deemed delivery date. Occasionally (whether due to human or technical errors), discrepancies may occur in our confirmations/statements/reports. Provided that we advise you of such errors and/or discrepancies as soon as practical you will be bound by the relevant confirmation/statement/report (as so corrected) irrespective of when the relevant error or discrepancy is discovered by us.

## **10 Margin**

- 10.2 You will provide to us from time to time on demand such sums by way of margin as we may in our discretion require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated transactions under this Agreement. Different margin requirements may apply to different accounts and/or investments traded. You may be required by us to supplement such margin at any time when your Account shows a debit balance or an increase in your margin requirement. You will pay or transfer margin within the minimum period specified by us (which may be within the same day).
- 10.3 Margin in relation to a particular type of transaction will be provided in cash or in the form of such investments or other assets (if any) as we, in our absolute discretion, agree. Where we agree to accept margin in the form of securities this is subject to the security and custody arrangements.
- 10.4 Unless the terms applying to a particular type of transaction otherwise specify, margin will be valued by us on such basis as we shall in our absolute discretion determine and may reflect, without limitation, our view as to the extent that the relevant assets are fully available to us or such discount to the current market value of any margin as reflects our perception of the market risk of that margin.
- 10.5 While failure to pay margin when required will entitle us to close out some or all of your positions and/or call an Event of Default we are under no obligation to close out any transactions or take any other action in respect of positions opened or acquired on your instruction and in particular, no failure by you to pay margin when demanded will require us to close out any such transaction.
- 10.6 All cash margin and other payments due by you to us pursuant to this Agreement shall be made in freely transferable funds in such currency and to such bank account(s) as we may from time to time specify. If you are by law required to make any deduction or withholding in respect of taxes or otherwise, then you will be liable to pay such amount to us as will result in our receiving a net amount equal to the full amount which would have been received had no such deduction or withholding been required.

10.7 Any sums due to us from you pursuant to this Agreement (plus any applicable VAT) may be deducted on prior notice to you from any Assets and we may have recourse against and sell realize or dispose of the Assets (including any margin, Charged Assets and safe custody Assets) in order to realize proceeds which may be applied in the discharge of such sums.

## **11 Settlement**

11.2 In relation to your open positions, you will promptly take all actions on or prior to maturity, which are necessary either:

11.2.1 to close out or otherwise liquidate such contracts by giving proper instructions in good time to enable us to carry out those instructions in accordance with their terms and the requirements of the relevant contract and of any relevant market, exchange, clearing house or intermediate broker; or

11.2.2 to enable us to effect due exercise, settlement and/or delivery of such contracts as they fall due in accordance with the requirements of the contract and of any relevant market exchange clearing house or intermediate broker including but not limited to making any appropriate payment or delivering any underlying asset to us in good time for us to complete due settlement and delivery.

11.3 You will take all and any other action necessary to enable us to effect performance of transactions as they fall due in accordance with the requirements of the relevant market, exchange, clearing house or intermediate broker.

11.4 If you do not give us notice of your intention to exercise an option together with any monies or property or documents required therewith by the time stipulated by us, we may treat the option as abandoned by you and notify you accordingly. We will give you reasonable advance notice of the time for exercise of such option and/or any arrangements for automatic exercise.

11.5 If any payment instruction documents or delivery is not received or is incomplete or incorrect when received we may without notice close out or liquidate the transaction or buy in on the market or make or receive payment or delivery in order to meet our or your performance obligations or take such other action as we in our absolute discretion may consider appropriate.

11.6 Profits arising from the granting, closing out, liquidation, settlement or exercise of contracts or from similar transactions will be credited to your Account. Any debit balance on your Account or arising as a result of the liquidation of your investment will be payable by you forthwith whether or not demanded by us.

11.7 Any crediting to your Account of cash investments or other Assets is subject to reversal if, in accordance with local laws and practice, the delivery of investments or cash giving rise to the credit is reversed. We shall be entitled at our discretion to reverse incorrect credit entries to any accounts (including where an entry was made in anticipation of receipt of funds/assets which receipt was however not fulfilled).

## 12 Event of Default

12.2 The occurrence of any of the following events shall constitute an event of default ('Event of Default'):

- 12.2.1 you fail to comply fully and immediately with any Obligation to make any payment when due to or required by us (including any Obligation to pay margin); or
- 12.2.2 you make default in any other Obligation owed to us (including any transaction governed by this Agreement); or
- 12.2.3 any representation or warranty made by you was or has become or subsequently would if repeated at any time be incorrect; or
- 12.2.4 we, acting in our absolute discretion, determine that there is or has been an adverse change in the creditworthiness of any party providing a guarantee and/or indemnity in respect of your obligations under this Agreement; or
- 12.2.5 you commence a voluntary case or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to yourself or to your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law; or seeking the appointment of a trustee in bankruptcy, receiver, liquidator, administrator or other similar official (each an 'Insolvency Official') of yourself or any part of your undertaking or assets; or take any corporate action to authorize any of the foregoing; and ,in the case of a reorganization, arrangement or composition, we do not consent to the proposals; or
- 12.2.6 an insolvency case or other procedure is commenced against you seeking or proposing reorganization or an administration order, liquidation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to yourself if insolvent) or seeking the appointment of an Insolvency Official of yourself or any part of your undertaking or assets; or
- 12.2.7 you die, become incapacitated or of unsound mind, are unable to pay your debts as they fall due (or where you are the trustee of a trust you are unable to pay your debts incurred in that capacity out of the assets of the trust), or you are bankrupt or insolvent as defined under any bankruptcy or insolvency law applicable to you; or any of your indebtedness is not paid on the due date therefore or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or proceedings are commenced for any execution, any attachment or garnishee Order, or any distress against, or any

encumbrances takes possession of, the whole or any part of your property, undertaking or assets; or

12.2.8 at any time, due to market fluctuations or for any other reason we shall in good faith, but otherwise in our absolute discretion, consider it necessary for our own protection.

12.3 Upon or at any time following an Event of Default we may on notice to you and without prejudice to any other rights hereunder or under any transaction, contract or law, take any and all actions that we consider to be necessary or desirable in the circumstances, including, but not limited to the following:

12.3.1 treat any or all transactions then outstanding under this Agreement or any other agreement between us as having been repudiated by you and such repudiation as having been accepted by us, whereupon our obligations under such transactions will thereupon be cancelled and terminated; and/or

12.3.2 liquidate, sell, close out, replace, reverse, hedge or off- set all or any transactions, buy, borrow or lend, or enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss under or in respect of any of your transactions or other commitments or Obligations. In liquidating any long or short positions we may, at our sole discretion and without limitation, sell or purchase for the same contract month, prompt date or other relevant contractual maturity, or initiate new long or short positions in order to establish a spread or straddle with a view to protecting existing positions; and/or

12.3.3 sell, charge, deposit, deal with or otherwise dispose of any cash, securities, margin, Charged Assets or Assets upon such terms as we may in our absolute discretion think fit without being responsible for any loss or diminution in price in order to realize funds sufficient to cover your Obligations and apply such proceeds in or towards satisfaction of your Obligations in such order and generally in such manner as we may, in our sole and absolute discretion, determine.

12.4 You will at all times remain liable for the payment of any and all outstanding Obligations and if the proceeds realized pursuant to clause 12.2 are insufficient for the discharge of all such Obligations, you will promptly pay on demand the deficit and all unpaid liabilities together with interest.

### **13 Client money**

Money received or held on your behalf by us will be treated as client money in accordance with the FSC Rules and Regulations or other relevant laws or rules and will at all times be segregated from our own funds.



## 14 Charged assets

- 14.2 Your securities and any other Assets shall at all times be held by us subject to a right of setoff against your Obligations whether or not we have provided credit, loans or other financial facilities to you in connection with such assets and irrespective of the number of accounts which you may have with us.
- 14.3 As security for the performance of all your Obligations you hereby charge to us by way of first fixed security interest with full title guarantee and as a continuing security:
- 14.3.1 all your rights, title and interest in respect of the securities, investments, cash and any other Assets from time to time credited to your Account;
  - 14.3.2 all securities or other investments which, or the certificates or documents of title to which, are for the time being deposited with or held by us or an Associate of ours;
  - 14.3.3 all your rights under this Agreement including, without limitation, all your rights to delivery of cash, securities or other investments;
  - 14.3.4 all sums of money held by us for you, the benefit of all accounts in which any such money may from time to time be held and all your right, title and interest under any trust relating to such money or to such accounts as aforesaid,
  - 14.3.5 all and any property and other rights in respect of or derived from the assets referred to in clauses 14.2.1 to 14.2.4 above, including, without limitation, any rights against any custodian, banker or other person; (the assets referred to in 14.2.1 to 14.2.5 together the 'Charged Assets').
- 14.4 We shall hold all Charged Assets for the purpose of satisfying all and any of your Obligations under this Agreement and may, without prior notice to you free of any interest of yours therein:
- 14.4.1 deposit, charge or pledge such Assets with or to the order of any exchange, market operator, clearing house, intermediate broker or other third party and on terms that such third party may enforce such deposit, charge or pledge in satisfaction of all or any Obligations, and all or any obligations of ours or of any other customer of ours, to such third party) which may include the creation of a security interest over such Assets ranking prior to any security interest in such Assets from time to time granted by you to us; and
  - 14.4.2 register, sell, realize, charge or borrow against the same upon such terms (including as to the consideration received therefore) as we may in our absolute discretion think fit (without being responsible for any loss or diminution in price) and apply the proceeds in or towards satisfying any such Obligations.

- 14.5 Until you have paid or discharged in full all your obligations, we shall be entitled to retain all your Assets and you may not (without our prior consent) withdraw or substitute any such Assets. We may in our absolute discretion make payments or deliveries to you from such Assets, or otherwise exercise our rights of set-off, combination and/or consolidation.
- 14.6 A certificate in writing by our officer or agent that any power of sale or other disposal has arisen and is exercisable shall be conclusive evidence of the fact in favour of a purchaser of the whole or any part of the Charged Assets.
- 14.7 You agree you shall (at your cost) from time to time on request execute documents and take such other acts and steps as we may require to perfect or preserve the Security and to create new or further security interests over the same, to facilitate the enforcement of any such security.
- 14.8 You hereby irrevocably appoint us and any person from time to time nominated by us, as your attorney with full power of substitution for you and in your name and on your behalf and as your act and deed to execute documents and take such other acts and steps as may be required to facilitate the enforcement of the Security.
- 14.9 The Security is continuing and will extend to the ultimate balance of all the Obligations, regardless of any intermediate payment or discharge in whole or in part. The Security is additional to any other security, guarantee or indemnity now or subsequently held by us in respect of the Obligations and the Security is not in any way prejudiced by any other such security, guarantee or indemnity and shall remain in full force and effect until discharged by us.
- 14.10 If we reasonably determine that any payment received or recovered by us may be avoided or invalidated after the Obligations have been discharged in full this Agreement (and the Security) will remain in full force and effect and we will not be obliged to release Charged Assets until the expiry of such period as we shall reasonably determine.
- 14.11 No payment which may be avoided or adjusted under any law, including any enactment relating to bankruptcy or insolvency, and no release, settlement or discharge given or made by us on the faith of any such assurance, security or payment, shall prejudice or affect our right to recover the Obligations from you or to enforce the Security to the full extent of the Obligations.
- 14.12 You will not create or have outstanding any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance, or any other agreement or arrangement having the same economic effect, over or in respect of the present or future Charged Assets other than the Security or any other security contemplated under this clause 14.

## **15 Risks associated with the services**

- 15.2 All investment is subject to risk and the degree of risk is a matter of judgment and cannot be accurately pre-determined.
- 15.3 We give no warranty or promise as to the performance or profitability of your account with us or your investments or any part thereof.
- 15.4 If we have agreed to provide you with an advisory service it is important that you discuss your investment objectives and risk requirements with us and you must inform us immediately if your circumstances or objectives change. A failure to inform us of your objectives, matters that may determine your risk profile or such other circumstances will negate any responsibility on our part.
- 15.5 The value of investments and the income derived from them can fall as well as rise and is not guaranteed.

## **16 Conflicts of interest and disclosures**

- 16.2 In relation to any advice, we give or transaction we execute or arrange with or for you, we may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with your interest(s) in relation to the investment or transaction concerned or investments or assets underlying, derived from or otherwise directly or indirectly related to such investments (a 'material interest'). We will take reasonable steps to ensure fair treatment for you in relation to any such transactions and our account executives are required to comply with a policy of independence and to disregard any such interest when making recommendations to you.
- 16.3 A material interest may include but is not limited to:
- 16.3.1 us dealing as principal for our or its own account by selling the investment concerned to you or buying it from you, or being a market-maker or otherwise having a holding or dealing position in the investment concerned or an associated investment;
  - 16.3.2 providing services similar to the Services provided to you to other clients;
  - 16.3.3 any of our directors or employees being a director of, holding or dealing in investments of or otherwise being interested in any company whose investments are held or dealt in on your behalf;
  - 16.3.4 being in receipt of instructions from another client to buy or sell the same derivatives contracts, underlying assets or other investments;
  - 16.3.5 matching your transaction with that of another customer by acting on his behalf as well as yours where we are acting or seeking to act as agent for (and to receive and retain commission or other charges from) both parties;

- 16.3.6 acting as a financial adviser or lending banker to the issuer of the investment concerned (or any of its Associates);
  - 16.3.7 being involved as financial adviser, broker, sponsor, underwriter or otherwise in a new issue, underwriting, rights issue, takeover or similar transaction concerning the investment, or the issuer of the investment or a related investment;
  - 16.3.8 receiving payments or other benefits for giving business to a firm with or through which your order is placed or executed;
  - 16.3.9 being (or being adviser to) the trustee, operator or manager of an investment fund, units in which we are buying or selling to or from you or on your behalf; or
  - 16.3.10 providing or having provided venture capital and/or related advice to the company whose securities are the subject of the transaction.
- 16.4 We shall be entitled to give advice or make recommendations to you or enter into a transaction for or with you or retain your investments or act as your agents or provide any other service notwithstanding any such material interest and shall not be under a duty to disclose to you any profit arising there from without further reference to you. However, in such cases we may in our absolute discretion decline to carry out a transaction for or with you or to give advice or make a recommendation to you.
- 16.5 we shall be liable to account to you for or (save in respect of fees or commissions charged to you) to disclose to you any profit, commission or remuneration made or received (whether from any client or by reason of any material interest or otherwise) by us by reason of any Services provided or transaction executed with or for you.
- 16.6 Before publishing a research recommendation, we may have acted upon it or made use of information on which it is based. Recommendations and comment in our research publications may be affected by subsequent changes in market conditions, particularly in share prices. Unless expressly acknowledged by us in writing, these publications are not personalized or tailored in any way to your individual circumstances. Any recommendations made will not necessarily be suitable for you and should not be treated as a recommendation to you to engage in a particular strategy or course of action.

## **17 Charges**

- 17.2 You will pay our charges, details of which are set out in the Customer Charge Schedule and maybe amended from time to time by written notice from us to you. Charges will be recorded and indicated on confirmations and half yearly statements. Any charges paid by you may be shared with one or more third parties. Details of such arrangements are available on written request.

- 17.3 You will be responsible for the payment of any commissions, transfer fees, registration fees, taxes, duties and other fiscal liabilities and all other liabilities and costs properly payable or incurred by us under this Agreement.
- 17.4 Upon termination of the agreement by us or you, you consent to us deducting all such outstanding fees, commissions and charges that may be applicable from your account before transferring the balance to a bank account which has been notified to us by you.

## **18 Liability and indemnity**

- 18.2 We shall not be liable for any breach of obligation or default of any counterparty, intermediate broker, bank, custodian, sub custodian, market or market operator, exchange, clearinghouse, depository or other third party with whom you do business.
- 18.3 We will not be liable for loss suffered by you in connection with the Services unless it is proved that such loss directly arises from our gross negligence, wilful default or fraud.
- 18.4 You will pay us on demand all commissions and other charges due to us, premiums on any option purchased on your instructions, such sums as we may at any time require in or towards satisfaction of any debit balance on your Account or any account comprised therein, and the amount of any trading loss that may result from any transaction hereunder, interest and service charges due to us on the Account and our reasonable costs and legal fees incurred in collecting any such amounts. All payments shall be made on same day (or immediately available) and freely transferable funds in such currency and to such bank as we may from time to time specify.
- 18.5 You undertake to keep us and our agents and employees fully and effectively indemnified against all costs, charges, damages, losses, claims, liabilities and expenses whatsoever incurred by us and them pursuant to or in connection with the Services unless due to our or their negligence, wilful default or fraud.

## **19 Anti- Money Laundering and Countering Terrorism Financing (“AML\_CFT”) Obligations**

- 19.1 Both the Company and the Client affirm their commitment to uphold strict compliance with all relevant rules, regulations, and laws governing Anti-Money Laundering and Countering Terrorism Financing (AML/CFT) practices.
- 19.2 The Company and the Client acknowledge their obligation to conduct thorough due diligence procedures in accordance with the AML/CFT regulations applicable under the laws of the Republic of Mauritius.
- 19.3 It is agreed that both parties shall promptly provide any requested documentation or information necessary to fulfil AML/CFT requirements.

- 19.4 The Company and the Client commit to maintaining accurate and updated records of all transactions and activities, as mandated by AML/CFT regulations.
- 19.5 Any changes or amendments to AML/CFT laws in the Republic of Mauritius shall be promptly reviewed and implemented by both parties to ensure ongoing compliance.
- 19.6 Both the Company and the Client agree to cooperate fully with any regulatory authorities or law enforcement agencies in matters relevant to AML/CFT compliance, including the provision of information and assistance as required.

## **20 Client's warranties**

- 20.1 You warrant and undertake to comply with all laws, rules, regulations and disclosure requirements of any relevant jurisdiction, exchange, market or regulatory authority which apply in respect of us, you or your investments from time to time.
- 20.2 You will promptly give (or procure to be given) to us information and assistance as we may reasonably require to enable us to assist or achieve compliance with any such obligations in relation to your Account or the Services.
- 20.3 Where we provide you with an execution-only service you represent and warrant that you have the capacity to evaluate and understand the terms, condition and risks of each transaction (whether or not recommended by us) entered into hereunder and you are willing and able to accept those terms and conditions and to assume (financially and otherwise) those risks.
- 20.4 You warrant and undertake that you are acting as principal in entering into this Agreement and each transaction hereunder.
- 20.5 Where an Event of Default occurs, you will give us notice as soon as you become aware of such occurrence.
- 20.6 You will not pay to or provide us with any Assets which are subject to any security or lien other than the Security and liens created in our favour or otherwise contemplated under clause 13 and will not charge, assign or otherwise dispose of or create any interest in any of your rights or interest in any transaction or in any sum or other payment or assets held by us on your behalf.

## **21 Representations and Warranties**

- 21.1 The Client represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

- 21.1.1 The information provided by the Client to the Company in the course of opening of the Trading Account and at any time thereafter is true, accurate and complete in all material respects;
- 21.1.2 The Client has read and fully understood the terms of the Legal Documents including the Risk Warning Disclosure;
- 21.1.3 The Client is duly authorized to enter into the Legal Documents, to give instructions and requests to the Company and to perform its obligations thereunder;
- 21.1.4 The Client acts as principal and not as agent or trustee on behalf or for the benefit of any third party;
- 21.1.5 Performance by the Client of its obligations and exercise of its rights under the Legal Documents shall not violate the applicable regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;
- 21.1.6 The Client consents to the provision of the information of the Legal Documents by means of the Website and/or any other means which the Company chooses at its sole discretion;
- 21.1.7 The Client confirms that it has regular access to the internet and consents to the Company providing the Client with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Legal Documents, policies and information about the nature and risks of investments by posting such information on the Company's Website;
- 21.1.8 The Client represents that the purpose of their Transactions with the Company is one or more of the following:
  - 21.1.8.1 Speculative investments or trading;
  - 21.1.8.2 Hedging
  - 21.1.8.3 Intraday Trading;
  - 21.1.8.4 Risk Management.

In the event where the purpose is other than the above, or at any stage during the course of this Agreement the purpose changes, the Client shall notify the Company immediately in writing.

- 21.2 In addition to all other rights and remedies available to it, the Company has the right to void any position of the Client opened in the Trading Platform or to close out any or all positions at the current Quotes at any time, at its absolute discretion, if the Client breaches any provision of Clause 21.1 above.

## **22 Delegation**

Without prejudice to the powers and terms of delegation specified in clauses 7.5 (intermediate brokers) and subject to the prior consent of the Client, we may delegate any of our functions in respect of the Services to an Associate of ours and provide information about you and services any such

Associate on such terms as we may determine without your further consent but our liability to you for all matters so delegated shall not be affected thereby. We will act in good faith and with due diligence in our choice and use of such agents.

### **23 Assignment & third-party rights**

This Agreement is personal to you and shall not be capable of assignment by you or of being transferred by you. We may, on giving one month's notice to you, appoint any appropriate Associate to provide the Services in our place and shall then transfer to such appointee all of our rights and obligations under this Agreement.

### **24 Complaints**

- 24.1 All formal complaints should in the first instance be made in writing to us for the attention of the CEO of BCM Markets Limited at the address stated above. Complaints will be dealt with in accordance with the FSC Rules and Regulations, and/or any other relevant law or rules.
- 24.2 If the Client has been notified in advance by Trading Platform internal mail or any other way of routine maintenance on the Server, complaints made in regard to any unexecuted Instructions which are given during such a construction period, are not accepted.
- 24.3 Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.
- 24.4 Complaints in regard to time of Order execution notwithstanding the amount of time the Company Dealer needed to execute the Order are not accepted, unless the Order placed in the queue has not been executed as the Terms of Business provide.
- 24.5 No Client complaints shall be accepted in regard to the financial results of the deals made using temporary excess free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an error quote (Spike) or at a quote received as a result of a manifest error.
- 24.6 In regard to all Disputes any references by the Client to the quotes of other companies or information systems shall not be taken into account.
- 24.7 The Client acknowledges that it shall not be able to manage the relevant position while the Dispute in regard to that position is being considered and no complaints in regard to that matter are accepted.



- 24.8 The Client acknowledges that the Company shall not notify it that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.
- 24.9 The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by its relevant Liquidity Provider.

## **25 Notices & Communication**

- 25.1 Without prejudice to the provisions of clauses 5 and 6 relating to the giving of and dealing with instructions, any notification given to us under this Agreement shall be in writing and sent to the address stated above or such other address as may be notified by us to you and such notice to us shall take effect upon its actual receipt by us.
- 25.2 All written communications by us to you under this Agreement may be sent to the last postal address, notified to you on the platform or email address notified to us by you.
- 25.3 We may record telephone conversations with you without the use of a warning tone and may use the recordings as evidence in the event of a dispute.

## **26 Amendments**

Any amendment to this Agreement shall be notified in writing and if made by us shall take effect on such date as we shall specify (being not less than 8 Business Days after the issue of the notice). Any amendment proposed by you shall take effect when accepted in writing by us.

## **27 Termination**

- 27.1 Either party may terminate this Agreement at any time by written notice to the other to take effect immediately or on such date as may be specified in such notice.
- 27.2 Termination of this Agreement pursuant to clause 27.1 shall be:
- 27.2.1 without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination will be settled and delivery made;
  - 27.2.2 without prejudice to, and without affecting any accrued rights, or outstanding Obligations or any contractual provision intended to survive termination (including without limitation rights existing in our favour on an Event of Default, the Security, and any indemnity in our favour); and
  - 27.2.3 without penalty or other additional payment save that you will pay:

- i. our outstanding fees and charges [pro-rated where appropriate to the date of termination;
- ii. any expenses incurred by us in the provision of the Services or under this Agreement payable by you;
- iii. any additional expenses incurred by us in terminating this Agreement;
- iv. any losses necessarily realized in settling or concluding outstanding obligations; and any other outstanding Obligations.

## **28 Confidentiality**

28.1 We shall be under no duty to disclose to you or, in making any decision or taking any action in connection with the provision of the Services, to take into account any information or other matters which come to our notice or the notice of any of our employees, directors or agents:

28.1.1 where this would or we reasonably believe that it would be a breach of any duty of fidelity or confidence to any other person; or

28.1.2 which comes to the notice of an employee, officer or agent of ours, but does not come to the actual notice of the account executive or other individual providing you with the Service in question.

28.2 The parties to this Agreement will at all times keep confidential any information of a confidential nature acquired in connection with this Agreement or the Services, except for information which they are bound to disclose under compulsion of law or by request of regulatory agencies or to their professional advisers or in our case in the proper performance of the Services.

28.3 We will act as data controller (and in certain circumstances, data processor) within the meaning of the Data Protection Act 2017 (the 'Data Protection Act'). You hereby consent to the processing and use by us and our agents and Associates of personal data (as defined in the Data Protection Act) given by you under this Agreement for the provision of the Services. Such data may also be used by us and our agents and employees to update customer records and to advise you of other products and services unless you have indicated otherwise in the Account Application Form.

28.4 By consenting to this agreement, you also explicitly agree, and without further consent being required from you, to the transfer of your personal information (whether sensitive or not) to other jurisdictions where we have operations or linked companies, server systems, service providers or advisers.

## **29 Force majeure**

29.1 Whilst we will endeavour to comply with our obligations in a timely manner we will incur no liability whatsoever for any partial or non-performance of our obligations by reason of any

cause beyond our reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and we shall not be held liable for any loss you may incur as a result thereof. In particular, we shall not be liable for any loss/liability owing to any reason or cause beyond its reasonable control, including nationalisation, currency turmoil or restrictions, fire, acts of war, acts of God, acts of any authority whether de jure or de facto, requirements of /change in any laws or regulations, strikes or industrial action, acts of terrorism, failure of courier/delivery service, or acts or disruption of any relevant stock exchange, depository, clearing house, settlement system or market or any event of "force majeure".

- 29.2 You accept the system "as is", and without warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption; or any implied warranties arising from trade usage, course of dealing or course of performance.
- 29.3 Under no circumstances shall we be liable for any punitive, indirect, incidental, special or consequential loss or damages, including loss of business, profits or goodwill.
- 29.4 We shall not be liable to you by reason of delays or Interruptions of service or transmissions, or failures of performance of the system, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; acts of God; war, terrorism, or our intentional acts.
- 29.5 You recognize that there may be delays or interruptions in the use of the system, including, for example, those caused intentionally for purposes of servicing the system. In no event shall we bear liability, regardless of the form of action and damages suffered by you, exceed the highest total monthly commissions paid by customer to us over the 6 months prior to any incident.
- 29.6 You must maintain alternative trading arrangements as the system provided by us are inherently vulnerable to disruption, delay or failure. You must maintain alternative trading arrangements in addition to client's account for execution of orders in the event that the system is unavailable. By signing this Agreement, client represents that client maintains alternative trading arrangements.

### **30 FX conversion**

Any amount of any currency, other than USD, transferred by you as well as such amount received from the sale or redemption of investment or paid to us shall be converted to USD at the rate provided by custodian bank appointed by us from time to time plus a markup charged by us which shall not be higher than 5%.

We shall also be authorized to charge a markup of not higher than 5% in relation to the conversion of USD to any other currency for the execution of investment in an amount other than USD authorized

by client at the foreign exchange rate provided by the custodian bank appointed by us from time to time.

### **31 Joint accounts**

31.1 This clause applies only where you consist of more than one person such as joint account holders, trustees or personal representatives.

31.2 You shall be jointly and severally liable for the obligations of all and any of you under this Agreement or in any other dealings between you and us.

31.3 Unless and until we receive written notice signed by all of you withdrawing or varying the same so as to limit such authority to a specific named individual:

31.4 Each joint holder will have authority on behalf of all the joint holders to deal with us as fully and completely as if it were the sole owner of the account without any notice to the other joint holders;

31.5 Any of the joint holders may give us an effective and final discharge in respect of any of their obligations;

31.6 Any notice or communication given to one joint holder shall be deemed to be given to all.

31.7 On the death of any of you, this Agreement will not terminate but remain binding on the other person(s) constituting our client and we may treat such survivor(s) as the only person party to this Agreement with us.

31.8 Where you are trustees of a trust or personal representative of an estate, you undertake to give us notice forthwith of any change in trustees or personal representatives.

31.9 Where you are trustees of a trust, you undertake to supply us with copies of any documents now existing (or hereafter executed) limiting, extending or varying the powers of the trustees or amending the objects of the trust and any other documents or information we may reasonably require in connection therewith.

31.10 Notwithstanding the foregoing we reserve the right at our sole discretion:

31.10.1 to require joint instructions from some or all of the joint holders before taking any action under this Agreement; and

31.10.2 if we receive instructions from a joint holder which in our opinion conflict or are inconsistent with other instructions, advise one or more joint holders of such conflict or inconsistency and/or take no action on any such instructions until we receive further instructions satisfactory to us.

## 32 Miscellaneous

- 32.1 Our appointment under this Agreement is given by you on behalf of your successors in title as well as yourself. Accordingly, if you being an individual should die and are not one of a number of joint holders as contemplated in clause 30 this Agreement will continue in effect until terminated by us or your personal representatives in accordance with clause 11 or 26. We may (but prior to any grant of representation are not bound to) act on the instructions of your personal representatives.
- 32.2 This Agreement supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- 32.3 Each of the parties shall execute all deeds or documents (including any power of attorney) and do all such other things that may be required from time to time for the purpose of giving effect to this agreement and the transactions contemplated hereby.
- 32.4 Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any *person* (whether party to this Agreement or not) other than as expressly set out in this Agreement.
- 32.5 Nothing in this Agreement (or any of the arrangements contemplated hereby) shall be deemed to create a partnership between the parties.
- 32.6 Each of the parties shall pay the costs and expenses incurred by it in connection with negotiating and entering into this Agreement.
- 32.7 No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 32.8 You agree to pay any amount payable in respect of any transaction executed with or through us on the due date regardless of any right of equity, set-off or counterclaim which you may have or allege against any of us or any Associate of ours or other person connected with us.
- 32.9 If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected thereby.

32.10 You are recommended to obtain legal advice before consenting to this Agreement. In the event that you have not obtained legal advice, you hereby waive any right to raise the argument of not having obtained legal for any dispute that may arise in respect of this Agreement or any amendment thereof.

### **33 Governing Law & Jurisdiction**

33.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

33.2 In the event of a dispute arising out of or relating to the Agreement, the Client irrevocably agrees that the parties to the Agreement shall first seek settlement of that dispute in accordance with our policies (Legal Documents). If the dispute is not satisfactorily settled under our policies (Legal Documents), the parties to the Agreement shall seek the settlement thereof by mediation in accordance with the rules and procedures set out herein.

33.3 With respect to any proceedings, the Client irrevocably:

- 33.3.1 Agrees that the courts of the Republic of Mauritius shall have exclusive jurisdiction to settle any disputes in connection with the Agreement; and
- 33.3.2 Submits to the jurisdiction of the courts of the Republic of Mauritius; and
- 33.3.3 Waives their right to any objection which the Client may have at any time to the filing of any legal cases in any such courts; and
- 33.3.4 Agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

33.4 The Client irrevocably waives to the fullest extent permitted by law, with respect to the Client and the Client's revenues and assets irrespective of their use or intended use, all immunity (including but not limited to grounds for diplomatic immunity or other similar grounds) from (a) suit or arbitral proceedings, (b) the jurisdiction of any courts, (c) relief by way of injunction, order for specific performance, or for recovery of property, (d) attachment of their assets (whether obtained before or after judgment) and (e) the execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be the subject matter in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permitted by any applicable law that the Client will not claim any such immunity in any proceedings. The Client consents generally in respect of any proceedings to the provision of any relief or the initiation of any process in connection with such proceedings, including, without limitation, the making, enforcement, or execution against any property whatsoever of any order or judgment which may be made or given in such proceedings.

33.5 In the case of a dispute which cannot be resolved following the Dispute Resolution procedure provided in Clause 35 below, the parties submit to the jurisdictions of the Courts of the Republic of Mauritius.

### **34 Use of Trading Platform**

- 34.1 The Client shall not proceed in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands the Company reserves the right, at its discretion, to terminate or limit his access to the Trading Platform if it suspects that he/she allowed such use.
- 34.2 When using the Trading Platform, the Client shall not, whether by act or omission, do anything that shall or may violate the integrity of the Platform or cause it to malfunction.
- 34.3 The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.
- 34.4 The Client agrees to keep secret and not to disclose any Access Data to any person other than an individual who has been expressly authorized to act on his behalf.
- 34.5 The Client agrees to notify the Company immediately if it knows or suspects that his Access Data has or may have been disclosed to any unauthorized person.
- 34.6 The Client agrees to co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.
- 34.7 The Client accepts that it shall be liable for all Orders given through and under its Access Data. In cases where a third person is assigned as an authorized representative to act on their behalf the Client shall be responsible for all Orders given through and under its representative's Access Data.
- 34.8 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 34.9 In the event where the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's Trading Account or Accounts with the Company or otherwise related or connected to the any and/or all Transactions, then the Company reserves the right, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting any further requests from the Client to be exempted from any swaps and/or terminate all agreements with the Client.

### **35 Procedure for Dispute Resolution**

- 35.1 If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more of the terms of the Legal Documents, the Client has the right to lodge a complaint with the Company as soon as reasonably practicable after the occurrence of the event.
- 35.2 To file any complaint, the Client shall follow the procedure outlined in the policies and procedures posted on the Website from time to time.
- 35.3 The Company has the right to dismiss a complaint in case it does not comply with the requirements set out above.
- 35.4 Disputes not mentioned in the Legal Documents and/or any other official document published by us from time to time, are resolved in accordance with the common market practice and at the sole discretion of the Company.
- 35.5 The Company shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete but which the Client has not completed.

### **36 Risk Acknowledgement**

The Company discloses and the Client acknowledges that they run a great risk of incurring losses, including the loss of all invested capital, and damages as a result of the purchase and/or sale of any CFD and accepts that they are willing to undertake this risk. The Client represents that they have sufficient knowledge, and experience to make own evaluation of the merits and risks of any Transaction, including a risk of losing all of their invested capital. The Company gives no warranty as to the suitability for any Client of the CFDs traded under this Agreement and neither have nor assume any fiduciary duty in its relations with the Clients.



### Customer Charge Schedule

Brokerage Fees	As per account type on the website
Investment commission charge	As per investment agreement
Investment custodian charge	N/A