



# General Terms & Conditions

Regulated by the financial Services Commission (Mauritius)

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## 1- Introduction

- 1.1** CFI International Ltd (hereafter the “Company”, “CFI”) is a Company duly incorporated and registered under the laws of the Republic of Mauritius on December 20, 2018, bearing company number C161178. The Company holds a license issued by the Financial Services Commission of Mauritius, operating as an Investment Dealer (Full-Service Dealer, excluding Underwriting) in accordance with Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008. The registered office of the Company is located at the Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity 72201 Ebene, Mauritius. Please note that this address is subject to change, and any updates will be communicated with you accordingly.
- 1.2** This document outlines the general terms and conditions (the “General Terms & Conditions”) governing the relation between you (referred to as the “Client”) and us.
- 1.3** Please carefully review these terms, as they constitute the agreement between you and the Company (the “Agreement”). By opening an account with us, you confirm that you have read, understood and accepted all terms and conditions outlined herein, and this Agreement will become effective on the date your account is opened with us. Additionally, you are required to review our Order Execution Policy, Privacy Policy, Risk Disclosure Statement, Conflicts Policy and other documents, policies and conditions that we may communicate to you from time to time. You acknowledge that all of these documents form an integral part of this Agreement.

## 2- Glossary

### IN THIS AGREEMENT:

**‘AGREEMENT’** refers to this agreement and all accompanying schedules, including our Order Execution Policy, Privacy Policy, Risk Disclosure Statement, Conflicts Policy and other documents, policies and conditions that we may communicate with you periodically. This agreement replaces and supersedes any prior agreements in force between you and us concerning Orders, Transactions, Margin trading;

**‘APPLICABLE REGULATIONS’** encompass all applicable rules and regulations including those set forth by the FSC rules, Exchange regulations, Governmental regulations and other rules relevant to this Agreement, Transaction, or Electronic Trading Service;

**‘ACCOUNT’** means any trading account opened by the Client with CFI International Ltd as a vehicle for carrying out transactions;

**‘ASSOCIATED COMPANY’** refers to any holding company, sister company or subsidiary company of ours as well as any subsidiary company of such a holding company; which is a regulated investment firm under CFI Group Holding Limited including but not limited to: Credit Financier Invest Limited; Credit Financier Invest (CFI) Ltd;

- Credit Financier Invest Limited;
- Credit Financier Invest (CFI) Ltd;
- Credit Financier Invest Sal;

- Credit Financier Invest for Financial Brokerage (CFI Jordan) Ltd;
- CFI International Ltd and;
- Credit Financier Invest (DIFC) Ltd.

**'BASE CURRENCY'** is the first currency quoted in a currency pair in the foreign exchange markets. When trading forex, the base currency indicates how much of the quote currency is needed to purchase one unit of the base currency.

**'BUSINESS DAY'** refers to Monday through Friday inclusive, excluding any public holidays or days that private institutions remain closed in accordance with a directive from the Government of Mauritius. certain orders received by us may require execution through, or transactions to be entered into with, other members of our group. In such instances, if the day on which the order is passed or received is not a business day in the jurisdiction of the relevant member of our group, execution of the order will occur on the next business day in that jurisdiction.

**'CFI PARTIES'** encompass the Company, its parent Company, subsidiaries, affiliates as well as any shareholder, director, officer, employee, agent or "controlling person" associated with any of the aforementioned entities.

**'CHARGES AND TAXES'** refer to the monetary obligations imposed by a government based on various factors including income such as gains on your stocks trading activities;

**'CLIENT'** refers to you, our esteemed client, which includes any individual, firm or corporate entity. This term, where applicable, also encompass successors and assigns engaged in business transactions with the Company. Throughout this Agreement, 'you', 'your', 'yours' and 'yourself' are used to denote the Client or any entity that has submitted an application to open an account with us;

**'CLIENT MONEY RULES'** means the regulations outlined in the FSC Rules pertaining to funds received by investment firms from clients;

**'CLOSING LEVEL'** refers to the level at which a Transaction is terminated or closed;

**'COMMISSION'** refers to any fee charged by us for executing your Transactions;

**'COMMISSION TRANSACTION'** signifies a transaction for which we levy commissions regardless of whether we also impose spreads.

**'CONFLICTS POLICY'** is a document that identifies all potential conflicts of interests with clients and outlines our organizational and administrative controls to manage such conflicts of interests. These measures aim to mitigate risks of harm to clients arising from any conflict.

**'CONTRACT DETAILS'** encompass the specific terms and conditions of a contract for a certain Product we offer, providing you with the opportunity to engage in trading activities.

**'CONTRACT FOR DIFFERENCES'** abbreviated as 'CFD' is a Transaction type aimed at generating profit through speculation on the price movements of an underlying asset. In a CFD, the investor sells the underlying asset at a price higher than the purchase price, without the intention of physically delivering the asset. Contracts for Differences include, but are not limited to, Foreign Exchange CFDs, Futures CFDs, Option CFDs, Share CFDs and Stock Index CFDs;

**'CONTRACT VALUE'** typically refers to the total worth or monetary value of a contract or agreement between two or more parties. The contract value is determined by multiplying the contract's price by its size or quantity.

**'CORRESPONDENT'** means refers to a financial institution that serves another institution, acting as an intermediary or agent, to facilitate various financial activities such as wire transfers, business transactions, deposits acceptance, and documents handling on behalf of another bank;

**'CURRENCY'** is interpreted to encompass any unit of account;

**'DEAL'** denotes a regulated activity, summarized as buying, selling, subscribing for, or underwriting designated investments as principal.

**'DIRECTOR'** means an authorized person acting on behalf of the firm;

**'DOLLARS'** and **'\$'** represent the lawful currency of the United States of America;

**'DOMESTIC FIRM'** carries the meaning given to this term in the FSC Rules;

**'EUROS'** and **'€'** represent the lawful currency of the Eurozone countries of the European Union;

**'ELECTRONIC CONVERSATION'** refers to a dialogue between you and us conducted through our Electronic Trading Services;

**'ELECTRONIC TRADING SERVICES'** refers to any software, application, electronic services, and other tools provided to you for sending orders, posting transactions, viewing statements, confirmations, or other information, and for utilizing other services. These tools may be proprietary to us or provided by third parties and include services for trading securities, financial derivatives, or foreign exchange electronically.

**'EVENT OF DEFAULT'** carries the definition ascribed to it in Term 23;

**'EXCHANGE'** refers to any securities or futures exchanges, clearing house, self-regulatory organizations, alternative trading system or multi-lateral trading facility as the context may require from time to time;

**'EXCHANGE RATE'** signifies the rate (in relation to two currencies in respect of which you may wish to open a Foreign Exchange CFD) at which a single unit of the first currency that you state may be bought with or, as the case may be, sold in, units of the second currency that you state;

**'EXPIRY TRANSACTION'** denotes a Transaction with the predetermined contract period, after which it automatically expires.

**'FEES'** means brokerage fees, commissions, transaction fees and account charges imposed by CFI.

**'FIX'** stands for Financial Information Exchange protocol;

**'FORCE MAJEURE EVENT'** carries the meaning attributed to it in Term 32;

**'FOREIGN EXCHANGE CFD'** or **'FX CFD'** is a type of CFD that provides exposure to changes in value of an Exchange Rate. However, unless expressly agreed upon separately in writing between you and us, it does not involve the delivery of any currency to or by you.

**'FUTURES CFD'** is a type of CFD that offers exposure to changes in the value of a futures contract. Unlike a futures contract traded on any exchange, unless explicitly agreed upon separately in writing between you and us, it does not result in the delivery of any Instrument to or by you. 'FSC' and/or

**'THE COMMISSION'** means the Financial Services Commission of Mauritius;

**'FSC RULES'** means the rules, regulations, guidelines and other similar rules established by the FSC subject to variations, amendments, or substitutions by the FSC from time to time.

**'GOVERNING LEGISLATION'** shall mean Mauritius Legislation, Directives, Circulars or other Rules or Regulations issued by FSC and any other applicable laws, which govern the operations of CFI, directly enforced for brokerage firms as these may be in force from time to time;

**'GOVERNING REGULATION'** shall mean all applicable laws, rules, and regulations, including without limitation, and local laws of the Republic of Mauritius; governmental; the constitution, laws/ directives/circulars; by-laws, rules, regulations, customs, and uses of the exchange or market and its clearinghouse, if any, where any transaction for an Account is executed; and the applicable rules of any self-regulatory organization of which CFI is a member;

This also includes laws, regulations, directives, circulars, and guidelines issued by the respective regulatory authorities of the Gulf Cooperation Council (GCC) countries, as they may be in force from time to time.

**'INSTRUCTION'** means any instruction given or appearing to be given by you using the Security Devices and received by us in relation to any Electronic Trading Service you use;

**'INSTRUMENT'** refers to any asset class, such as stocks, shares, futures contracts, forward or option contracts, commodities, precious metals, Exchange Rates, interest rates, debt instruments, stocks or other indices, in relation to which we offer Transactions.

**'LAST DEALING TIME'** means the last day and (as the context requires) time before which a Transaction may be executed, as outlined in the Product Details or otherwise communicated to you. Alternatively, it denotes the last day and (as the context requires) time at which the underlying Instrument may be traded on the relevant Underlying Market;

**'LIMIT ORDER'** means an order to sell or buy at a more favourable price for you than the one prevailing when the order is placed.

**'LINKED TRANSACTIONS'** means two or more Transactions wherein we agree not to call for, or apply the full Margin amount due to the relationship between these Transactions;

**"LEVERAGE"** means a leverage that allows for the opening of positions larger than the deposited balance.

**"LONG POSITION"** a long position for an asset or the base currency for the quote currency.

**'MANIFEST ERROR'** carries the meaning attributed to it in Term 10;

**'MANIFESTLY ERRONEOUS TRANSACTION'** has the meaning attributed to it in Term 10;

**'MARGIN'** or **'MARGINING'** refers to the amount of funds required to open and maintain a leveraged trading position. It is often expressed as a percentage of the full value of the position;

**'MARKET COUNTERPARTY'** has the meaning given to this term in the FSC Rules;

**'MARKET ORDER'** means an order to buy or sell a specified amount of an underlying asset at the best available price which may differ from quoted price in your favour or adversely to you;

**MARKET GAP:** refers to a significant price difference between the closing price of an asset on one trading day and the opening price on the next day. Gaps typically occur in highly volatile markets or after major news events that cause price jumps. It means that there is a "gap" where no trading took place.

**'MARKET SPREAD'** represents the difference between the bid and offer (or ask) prices for a transaction of equivalent size in an Instrument, or a related Instrument, in the Underlying Market;

**'MINIMUM SIZE'** refers to the minimum number of shares, contracts or other units of an Instrument that we will transact, which in most cases is specified in the Product Details. If not specified, we will provide this information upon request.

**'NON-DOMESTIC FIRM'** has the meaning given to this term in the FSC Rules;

**'OPENING LEVEL'** means the level at which a Transaction is opened or initiated;

**"OPTIONS"** The Company is offering Options trading on US securities to its clients, allowing clients to trade both Call and Put Options in a Long-only direction. For each security the Company provides a variety of offerings with different strike prices and maturities. For each contract there is a specified expiry date. The Client has the right to exercise the option at a maturity, known as European Options.

The fee per contract is USD 1, with the contract size set at 100 shares. The Client must pay a premium, which is the price multiplied by the contract size and volume. CFI reserves the right to close out-of-the-money options

kept open until one hour prior to US market close on the expiration date. CFI also reserves the right to close in-the-money options kept open until one hour prior to US market close on the expiration date if the client does not have enough funds to buy the shares at the requested strike price. The parties agree that pricing information will be subject to a 15-minute delay. This delay applies to all options. We possess a license for delayed data redistribution, not real-time data.

**'OPTION CFD'** is a type of CFD that provides exposure to changes in option prices. Unlike traded option, it cannot be exercised by or against you nor does it result in the acquisition or disposal of any Instrument to or by you;

**'ORDER (S)'** means services of trading securities, financial derivatives or foreign exchange electronically.

**'ORDER EXECUTION POLICY'** refers to a document outlining all of our order execution arrangements. These arrangements are designed to ensure that, when executing order, we take all reasonable steps to achieve the best possible results for clients in compliance with the FSC Rules;s

**'OUR BID AND OFFER PRICES'** means the indicative prices at which we are willing to accept (but not obliged to accept) sell and buy orders from you;

**'PENDING ORDERS ON METATRADER'** Clarifies that when a client places a pending order including but not limited to take profit/stop loss orders and other types of pending order on the Metatrader platform, the Metatrader triggers the order based on the last price on the market watch for physical stocks and not the bid/ask price and based on the bid/ask price on the market watch for other items. Orders are not placed directly in the market and remain on Metatrader platform until they are triggered for execution when the price on the market watch reaches the requested level. When any order is triggered, the order is only then sent to the execution venues as a market order and gets executed at the best available price and not the requested price. Accordingly, slippage may occur between the requested price and the executed price. When placing pending orders on Metatrader, clients should be aware of this limitation accepting the slippage that may occur.

**'P&L'** means realized and/or unrealized profits and/or losses, as the case permits;

**'POUNDS'** and **'£'** denote lawful currency of the United Kingdom, known as 'sterling' a at the date of issue of this Agreement,

**'POSITION LIMITS'** means a preset ownership levels established by exchanges or regulators that limits the number of shares or derivative contracts that a trader, or any affiliated group of traders and investors, may own;

**'PRIVACY POLICY'** is the document outlining how we manage and use your personal information, including details on disclosure, procedures for requesting information about the data we hold and other relevant matters.

**'PRODUCT DETAILS'** encompass all information provided to you (or to be provided in the future in case of changes) regarding our products and service. This information can be accessed through our Online Trading Platform, website, communications, during the term of this Agreement or elsewhere. Prior to engaging in any transactions, it is mandatory to thoroughly acquaint yourself with the relevant product or service by consulting us, reviewing the information provided or experimenting with our free demo accounts.

**'PRODUCT MODULE'** refers to a product specific module integrated into this Agreement, outlining the terms and conditions applicable to specific types of Transactions and/or Services provided or supplied to you;

**'RISK DISCLOSURE STATEMENT'** refers to the notice provided by us to you in compliance with FSC Rules outlining the risks associated with trading Transactions under this Agreement;

**'RISK OF SLOWER LIQUIDITY'** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower levels of liquidity in

extended hours trading as compared to regular market hours. As a result, your order may only be partially executed, or not at all.

**‘RISK OF HIGHER LIQUIDITY’** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater levels of volatility in extended hours trading than in regular market hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price in extended hours trading to what you might receive during regular market hours.

**‘RISK OF CHANGING PRICES’** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular market hours, or upon the opening of the next morning. As a result, you may receive an inferior price in extended hours trading to what you might receive during regular market hours.

**‘RISK OF UNLINKED MARKETS’** Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours systems may not reflect the prices on other concurrently operating extended hours trading systems dealing in the same securities.

**‘RISK OF NEWS ANNOUNCEMENTS’** Normally, issuers release news announcements that may affect the price of their securities outside of regular market hours. Similarly, important financial information is frequently announced outside of regular market hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.

**‘RISK OF WIDER SPREADS’** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

**‘RISK OF LACK OF CALCULATION OR DISSEMINATION OF UNDERLYING INDEX VALUE OR INTRAAY INDICTIVE VALUE’** For certain Derivative Securities Products, an updated underlying index value, or IIV, may not be calculated or publicly disseminated in extended trading hours. Since the underlying index value and IIV are not calculated or widely disseminated during the pre-market and post-market sessions an investor who is unable to calculate implied values for certain Derivative Securities Products in those sessions may be at a disadvantage to market professionals.

**‘RULES’** encompass articles, rules, regulations, procedures, policies and customs, in effect from time to time;

**‘SECTOR’** denotes a group of stocks within a market typically associated with a specific industry;

**‘SECURITY DEVICES’** include one or more user identification codes, digital certificates, passwords, authentication codes, or such other information or devices (electronic or otherwise), used to grant access to the Electronic Trading Services;

**‘SECURITIES’** refer to any tradable financial instruments used to raise capital in public and private markets. There are primarily three types of securities: equity which grants ownership rights to holders; debt which involves loans repaid with periodic payments; and hybrids combining aspects of both debt and equity;

**‘SIGNATURE’** encompasses any signature, including electronic symbols or signatures exchanged via electronic signature utility provided by the company and used on authorized emails of the Company and the Client. Such electronic signatures hold the same legal validity and enforceability as manually executed signatures or use of paper-based recordkeeping systems to the fullest extent permitted by applicable law.

**‘SLIPPAGE’** refers to the difference between the expected price of a trade and the actual price at which the trade is executed. This often happens in fast-moving markets or during periods of low liquidity when market orders cannot be filled at the desired price, leading to a worse price than expected.

**‘STATEMENT’** is a confirmation of our interactions with you including any Transactions opened or/and closed, as well as any funds transferred to us and withdrawals;

**‘STOCK INDEX CFD’** is a type of CFD that provides exposure to changes in the value of a stock index. It does not entail an agreement to buy or sell any number of shares, unless explicitly agreed upon separately in writing between you and us it does not result in the delivery of any shares to or by you; **‘STOP ORDER’** is an order to buy or sell a certain amount of an underlying asset at a price worse than the prevailing market price at the time of placing the order;

**‘SYSTEM’** encompasses all computer hardware and software, applications, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Trading Service;

**‘TRADING PARTNER’** refers to any individual or entity with whom we have a contractual relationship with, such as a joint venture, partnership relationship, agency relationship or introducing broker relationship;

**‘TRAILING STOP’** is similar to a Stop Order, with the difference being that a Trailing Stop enables you to set a floating stop level that automatically moves when our quote moves in your favour;

**‘TRANSACTION’** means an agreement, or communication, carried out between a buyer and a seller to exchange an asset for a payment. A stock transaction is what happens to a stock when it changes ownership. When you give a market order, you’re ordering CFI to buy or sell a specified number of stocks in a certain company at the current market price.

**‘UNDATED TRANSACTION’** refers to a Transaction with an indefinite contract period that does not have the capability to expire automatically;

**‘UNDERLYING MARKET’** means the Exchange and/or any similar body and/or liquidity pool, on which an Instrument is traded or trading of that Instrument take place, as the contextually required.

**‘WEBSITE(S)’** means the official and approved website(s) used by the Company.

## 2.1 FINANCIAL INSTRUMENTS

- a. Transferable securities
- b. Money-market instruments
- c. Units in collective investment undertakings
- d. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- e. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- f. Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF (Multilateral Trading Facility)
- g. Trading Facility)
- h. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (f) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.
- i. Derivative instruments for the transfer of credit risk.
- j. Financial contracts for differences
- k. Options, futures, swaps, forward-rate agreements and any other derivative contracts relating to climatic variables, freight rates or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative



financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF.

### 3- References

#### A REFERENCE TO:

- a. a Term refers to a term of this Agreement;
- b. any time or date will be to the time and date in the Republic of Mauritius, unless expressly noted otherwise; and
- c. The singular shall include the plural and the masculine shall include the feminine as the context requires.

### 4- The Services We Will Provide and Our Interactions with You

#### Investment Services

- a. Reception and Transmission of orders in relation to one or more Financial Instruments;
- b. Execution of orders on behalf of Clients; and
- c. Dealing on own account;

#### Ancillary Services

- a. Safekeeping and administration of Financial Instruments for the account of Clients, including custodianship and related services such as cash/collateral management;
- b. Granting credits to an investor to allow him to carry out a transaction in one or more Financial
- c. Instruments, where the firm granting the credit is involved in the transaction;
- d. Services where these are connected to the provision of investment services; and
- e. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments;

#### Dealing Services

- a. You must classify each sale order as either a “long” order or a “short” order. A “short” sale involves selling a security that you do not own. CFI reserves the right, at its sole discretion and without prior notice to you, cover any short sale in your Account that “cover” means the purchase, at the current market price, of securities that were previously sold short. By designating a sale as “long”, You affirm to CFI that you own the security and commit to delivering it to CFI by the settlement date if it is not already in CFI’s possession when you place the sale order. Failure to deliver the security to CFI by the settlement date, may result in CFI purchasing the security for your account, at the current market price, and you agree to compensate CFI for any resulting loss, commission and/or fees.
- b. We may receive your Instruction to Deal orally by telephone, electronically via our Electronic Trading Services or through other means as notified to you from time to time. Quoting a Buy or Sell price for each Instrument whether by telephone, Electronic Trading Service, or otherwise does not constitute an offer to execute your Transaction at those prices on your behalf.
- c. An Instruction to Deal will be initiated by you offering to Buy or Sell an Instrument in a specified quantity and with reference to a specific order type. Instructions to Deal form a commitment that can only be revoked by you with our prior consent (such consent will not be unreasonably withheld) at any time before the Instruction to Deal is executed. We will confirm to you whether we have accepted or rejected an Instruction to Deal. The acceptance of an Instruction to Deal will be evidenced in your trading account and a statement will be received on a daily basis to your registered email in the KYC.

- d. If an Instruction to Deal is accepted, we will confirm to you whether a Transaction results in the Underlying Market, being the partial or full fill of your Instruction to Deal. We will attempt to execute all eligible Instructions to Deal as soon as reasonably practicable. There is no guarantee that your Instruction to Deal will be filled in full or in part in the Underlying Market. In the event of a delay due to our inability to interact with the relevant Underlying Market for any reason, we will strive to execute the Instruction to Deal as soon as reasonably practicable. You acknowledge and accept that the market price of any Instrument may have fluctuated between our receipt and acceptance of your Instruction to Deal and our attempt to execute it. In such cases, the third party providing the quotation to us is not obliged to honour the indicative price you have received and, if that is the case, we may reject your Instruction to Deal. Such movements in price may be in your favour or against you.
- e. The Client acknowledges and accepts that prices in different markets are electronically generated by CFI execution venues. These Prices incorporate market data from various sources to ensure that execution venues assess the fairness of their prices while fulfilling the best execution obligation. However, prices may not align with those seen elsewhere including prices quoted on Trading Venues or by other providers. It is important to note that in case of a market fluctuations and/or technical conditions, in addition to circumstances outside CFI and its execution venues control, the prices you see on your device and/or which you are provided when you place an order, may not match the price at which the Trade is executed. Furthermore, there may be instances where liquidity is insufficient or limitations and restrictions are imposed by CFI and/or CFI Execution venues, in which case CFI must adhere to the same restrictions and limitation on its Execution venues. In such cases, the Client accepts and commits to hold CFI harmless from any consequences resulting from such restrictions on his trading account.
- f. If required by Governing Regulations, when placing any sell order with, or reporting a sell order to us for, a long account, you must designate the order accordingly. No order may be designated as being for a “long” account unless (i) you own the relevant securities and (ii) either such securities are in our physical possession and control at the time you place the order or, upon your request, we have determined that CFI may reasonably expect to have such securities in its physical possession or control in good deliverable form by settlement date. Your designation of an order as “long” shall constitute your representation that statements (i) and (ii) are true and accurate. In addition, the designation of a sell order for a long account shall represents that such security may be sold without any restriction in the open market.
- g. When instructing us to purchase a security, you are required to make payment to us on or before the settlement date. Failure to make payment by the settlement date, authorizes CFI, at CFI’s sole discretion and without prior notice to you, to sell the purchased security or any other securities in your Account to settle the debt. You understand that you will be solely responsible for any resulting loss. Alternatively, if you fail to pay for a security purchased by you by the settlement date, you understand that your Account may be subject to a late fee, in addition to interest charged on the full amount of the deficit in your cash Account.
- h. When you Buy an Instrument, you are responsible for the consideration for the Transaction, as well as any applicable Commission, Charges and Taxes. These charges and taxes may vary depending on the jurisdiction and the specific type of stocks being traded. They will be deducted from your account and held by us pending settlement. You are responsible for ensuring that all relevant charges, fees, and taxes associated with the Transaction are paid in accordance with the applicable laws and regulations of the respective jurisdictions.
- i. Monies deducted will not be treated as client money on the day of expected settlement. If settlement does not occur on the expected day, the deducted monies will be treated as client money. It is your

responsibility to ensure at all times that sufficient cleared funds are available in your account to facilitate settlement of any Transaction, as well as cover all Commission, Charges and Taxes associated with that Transaction.

- j. Upon selling an Instrument, the consideration for the Transaction minus any Commission and applicable Charges and Taxes to that Transaction will be available in your account for reinvestment. However, these funds cannot be withdrawn from your account until the Transaction has settled. It is your responsibility to ensure that your account maintains sufficient cleared funds at all time to facilitate settlement of any Transaction, as well as cover all Commission, Charges and Taxes associated with that Transaction.
- k. Each Instruction to Deal or Transaction you enter into will be binding on you even if by doing so, you exceed any applicable limit in your dealings with us.
- l. We may, at our absolute discretion, provide you with access to 'Orders'. Not all Orders are available on all Instruments or Underlying Markets, and their availability may vary across Electronic Trading Services. Orders may function differently depending on the third party to which we route your Order.

By using such Orders, you expressly acknowledge and agree that it is your responsibility to understand how an Order operates before you place any. It is important to highlight that all limit orders placed on the trading platform are executed at the best available price and not necessarily at the requested price.

- m. The Client acknowledges and accepts that market prices are electronically generated by CFI execution venues. These Prices incorporate market data from various sources to ensure fair pricing while fulfilling the best execution obligation. For instance, pending orders are typically triggered at the market's the best available price based on our execution venues. However, these prices may differ from those observed elsewhere (such as prices quoted on Trading Venues or by other providers). It is important to note that market fluctuations and/or technical conditions and circumstances beyond CFI and its execution venues control, may cause disparities between the prices displayed on your device at the time of placing an order and the actual execution price. Additionally, there may be instances where insufficient liquidity or other restrictions imposed on CFI and/or its execution venues necessitate adherence to certain limitations. In such cases, the Client accepts and commits to hold CFI harmless from any result of such restrictions on his trading account.
- n. You may only sell Instruments held on your account, whether settled or unsettled at the time of sale. If you have initiated an Instruction to Sell an Instrument that you do not own at the time of the sale and it is not held on your account, whether settled or unsettled at the time of sale, you authorize us to either cancel that Instruction if it has been executed, or, if executed, purchase the equivalent Instrument in the equivalent quantity on your behalf and at your expense. You agree to be liable for any associated fines or charges incurred by us or you.
- o. We may, acting reasonably, refuse to accept an Instruction to Deal if:
  - i. you do not have sufficient funds on your account to cover the Transaction costs (including all Commission, Charges and Taxes and any amount in addition to the current price of the Instrument(s) that we reasonably consider necessary);
  - ii. the Instruction to Deal is not in accordance with our Terms; you have exceeded any applicable Limits.
  - iii. We have concerns about the authenticity of the Instruction, whether it originates from you or an authorized representative.
  - iv. Executing the Instruction, would result in a breach of Applicable Regulations, law, rule, regulation or our Terms;

- v. we require further clarification or verification of the Instruction, such as in cases of suspected fraud.

### Detailed Services

- 1) This Agreement outlines the terms under which we conduct Transactions with you and applies to all Transactions entered into effect after its effective date. Trading CFDs involves significant risk and may lead to losses surpassing your initial deposit, in a deficit on your account. Our CFD trading service may not be suitable for all individuals. A comprehensive overview of the risks associated with our CFD trading service is provided in the Risk Disclosure Statement. It is imperative that you thoroughly comprehend these risks before entering into this Agreement or any Transaction with us.
- 2) We will act as principal and not as agent on your behalf. Please carefully review and understand the following terms:
  - a. You are required to promptly inform us in writing of any changes to the information provided, and to furnish any requested information or documents we may request from time to time;
  - b. Unless expressly agreed otherwise in writing, and in any dealings with us, you confirm that you are the beneficial owner of the account(s) held with us and are acting as principal and not as agent for any third party;
  - c. We are not required to assess the suitability of your investments or provide investment/financial advice. We shall not be held liable for any loss or damage resulting from any advice or recommendation given.
  - d. If you are the primary account holder of a joint account with us, the account shall be deemed used for investment purposes for you and the other co-holders. All investment decisions concerning the joint account are considered made by you only, for or on behalf of the other co-holders, regardless who provided the instructions.
  - e. The actual executions resulting from our services are subject to foreign laws and all associated are borne by you.
- 3) We reserve the right to classify you as a Market Counterparty. If you meet the criteria for classification as a Market Counterparty, we will notify you accordingly.
- 4) If you disagree with your client classification, please notify us immediately. Failure to object will be considered as your agreement to and acceptance of the terms and conditions outlined in this Agreement, which will become binding on you in all respects.
- 5) You will enter into each Transaction with us as principal and not as agent for any undisclosed person. Unless expressly agreed otherwise in writing, we will regard you as our client for all intents and purposes and you will be responsible for fulfilling your obligations under each Transaction, whether entered into directly with us, or through an agent. If you act on behalf of another party, regardless of whether you disclose their identity to us, we will not recognize that party as an indirect client and will assume no obligations to them unless explicitly agreed otherwise in writing.
- 6) Unless explicitly agreed by us in writing, all dealings with you will be conducted on an execution only basis. You agree that, unless stated otherwise in this Agreement, we are not obliged:
  - a. to assess the suitability of any Transaction for you;
  - b. to provide monitoring or advisory services regarding the status of any Transaction;
  - c. to issue Margin calls; or

- c. to close any Transaction that you have initiated, even if we have previously provided advice or taken such action concerning that Transaction or any other.
- 7) We do not provide investment, legal, regulatory or other form of advice. Therefore, you are not entitled to request investment advice related to a Transaction or receive any opinion intended to encourage you to open a specific Transaction. It is recommended to seek independent advice regarding any Transaction you intend to enter into under this Agreement.
- 8) We reserve the right, at our absolute discretion, provide information:
  - a. Regarding any Transaction you or your agent have enquired about, particularly concerning the procedures, risks associated with that Transaction and methods or risk mitigation; and
  - b. by way of factual market information. However, we are not obliged to disclose such information to you if we do, it will not constitute investment advice. Even if, despite the execution-only nature of dealings between you and us, a dealer or any employee of ours provides an opinion (whether in response to your request or otherwise) regarding any Instrument or Transaction, you agree that it is unreasonable for you to rely on such statement and it will not be considered investment advice.
- 9) Notwithstanding Term 4, you acknowledge that:
  - a. You are solely responsible for your decisions to open, close, or refrain from opening or closing a Transaction with us, and you rely on your own judgment in making these decisions.;
  - b. Except in cases of fraud, wilful default, or negligence on our part, we will not, be liable for any losses, costs, expenses or damages suffered by you (including, without limitation, indirect or consequential losses, loss of opportunity or profits arising from any failure by you to make any anticipated profits), costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any information or advice provided to you, whether or not such advice is deemed suitable,
  - c. if, in any given circumstance, we do not positively offer any advice or recommend any action in relation to a Transaction, it does not imply that we are advising you against taking such action (or any action at all) in relation to that Transaction; and Unless otherwise provided in this Agreement, any Transaction opened by you following an inaccuracy or mistake will remain valid and binding on both parties, subject to our right to void or close the Transaction in specific circumstances outlined in this Agreement.
- 10) You acknowledge that the Product Details applicable at the time of opening or closing a Transaction will be those displayed on our website(s), which may be updated from time to time.
- 11) Prior to commencing trading with us, we will make reasonable efforts to provide you with a clear explanation of all commission, spreads, fees, funding and other charges for which you will be responsible. These charges will affect your trading net profits (if any) or increase your losses
- 12) We reserve the right to charge you for the provision of market data (be that raw or derived market data) or any other account feature as well as any fees as we reasonably inform you of from time to time.
- 13) We will take all reasonable steps to ensure best execution in accordance with the FSC Rules and our Order Execution Policy when executing Transactions on your behalf. Our Order Execution Policy, detailing the arrangements for best execution will be provided to you. Unless you notify us otherwise, you will be deemed to consent to our Order Execution Policy upon the commencement of this Agreement . If you do not consent, we reserve the right to refuse to provide our services to you.

- 14) we may periodically offer additional services or specific types of Transactions to you. If these services or transactions are subject to special or different terms, you will be notified in writing. These terms may be outlined in a Product Module or an updated version of this Agreement or a separate agreement altogether. Regardless, these terms will become effective and binding on you upon the first trade of a Transaction or use the service governed by them.

## 5- Statements And Confirmations

All notices, demands, reports or other communications shall be transmitted to you at the address provided on the account application, or, in the case of communications, the telephone number or e-mail address (if you have consented to e-mail delivery). Communications to you shall be deemed received by you personally at the time so sent, whether actually received or not.

You acknowledge that by accessing the Client Portal and/or the trading platform, you fully accept the Terms and Conditions of this Agreement, including any amendments made thereto from time to time. Furthermore, you agree that any electronic acceptance or confirmation provided through the Company's systems shall be considered equivalent to a handwritten signature and shall be legally binding in all respects. By accepting this Agreement during the online registration process, you also agree to receive information through electronic means such as the Company's website or your verified email (hereafter referred to as "Durable Mediums"), which is deemed acceptable and appropriate due to the nature of the relationship between CFI and you.

Reports of the execution of orders, trade confirmations or other notices shall be deemed conclusive and final and accepted unless you object in writing and received by CFI at its principal office within two (2) business days after delivery or communication. If CFI has not promptly advised you of the status of any order placed by you, you must promptly contact CFI by telephone within 24 hours to verify your Account status. Failure to contact us shall relieve CFI of any responsibility or liability with respect to such order. It is important to highlight that all limit orders placed on the trading platform are executed at the best available price and not at the requested price. All orders shall only be good for the day such orders are placed, unless specified by you to be open orders. Any open order placed by you will not be cancelled by CFI unless you specifically request cancellation by contacting the provided landline number at +230 4608266. CFI shall not be held responsible for delays in the transmission or execution of orders due to a breakdown, delays in or failure in transmission or communication facilities, or for any other cause beyond CFI's control.

The Company offers its services online, enabling Clients to check their portfolios at any time. Clients receive daily statements by email from [statements@cfi.trade](mailto:statements@cfi.trade). Clients acknowledge that these statements are sent by CFI Mauritius and received from sister company CFI Global Management Ltd.

You acknowledge that you are entitled to receive the account statement only and shall have no right to request access to the journal or the IP address. Such data may be accessible through the trading platform, if available. Furthermore, you acknowledge that all the contents of your account statement shall be deemed accurate unless disputed within forty-eight (48) hours of issuance.

### ONLINE TRADING PLATFORM

- You represent and warrant that you are aware of all Applicable Regulations governing the Online Trading Platform and/or Electronic Trading Services you use. Your use of these services will comply with all Applicable Regulations and the terms of this Agreement as amended from time to time. • We are under no obligation to accept, or to subsequently execute or cancel, all or any part of a Transaction that you attempt to execute or cancel through an Electronic Trading Service. Without

limitation of the foregoing, we do not bear responsibility for inaccurate transmissions or those not received by us. We reserve the right to execute any Transaction based on the terms received by us.

- By using electronic trading services, you authorise us to act on any instruction received from you, given that you are solely responsible for safeguarding your password. We are not obliged to act on any Instruction, or to execute or otherwise enter into any particular Transaction, and may decline to do so without providing reasons. Unless we agree otherwise with you, you will have no right to amend or revoke an Instruction once received by us. You are responsible for ensuring the genuineness and accuracy, of any Instruction received by us. You acknowledge that in the event of Manifestly Erroneous prices or volumes we reserve the right to void the Transaction, which will not be binding on us.
- We reserve the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of an Electronic Trading Service, or your access to it, or change the nature, composition or availability of any Electronic Trading Service, or adjust trading without prior notice.
- You acknowledge that all prices displayed on any Electronic Trading Service are indicative and are subject to constant change.

## **ACCESS**

- Use of any high speed or automated mass data entry system with any Electronic Trading Service is permitted only with our prior written consent exercised in our sole discretion.
- with regard to a direct market access system to any Exchange you grant us the right, upon reasonable notice (which, in certain circumstances, may be immediate) to inspect (or to instruct our or the Exchange's subcontractors or agents to inspect) your system on your premises deemed necessary. This inspection may occur if we believe that your System does not comply with notified requirements or if we reasonably suspect non-compliance with this Agreement, relevant Exchange or Applicable Regulations.
- Where we permit electronic communications based on a customised interface using a protocol such as the Financial Information Exchange protocol (FIX) or any other interface Like API, such communications will be subject to the rules of engagement for such protocol provided to you.
- You are required to test any customised interface before using it in a live environment and you agree you will be responsible for any errors or failure in your implementation of the interface protocol.

## **USE OF ONLINE TRADING PLATFORM**

- You acknowledge and understand that the trading platform, such as MT5, MT4, TraderEvolution, is not owned by CFI. All actions and transactions carried out on such platforms shall be deemed accurate and valid unless you submit an objection within forty-eight (48) hours.
- Where we grant you access to an Online Trading Platform and/or Electronic Trading Service, we provide you, for the term of this Agreement, with a personal, limited, non-exclusive, revocable, nontransferable and non-sublicensable license to use the Electronic Trading Services. Certain portions of the Electronic Trading Services may be provided under license from third parties, and you

agree to comply with any additional restrictions on your usage communicated to you from time to time, or as specified in agreement between you and such licensors.

- The Electronic Trading Services are provided to you solely for personal use and for the purposes outlined in this Agreement. You may not sell, lease, or provide, directly or indirectly, the Electronic Trading Services or any portion of the Electronic Trading Services to any third party except as permitted by this Agreement. You acknowledge that all proprietary rights in the Electronic Trading Services are owned by us or by any applicable third-party licensors or service providers selected by us, and are protected under copyright, trademark and other intellectual property laws and other applicable law. You do not receive any copyright, intellectual property rights or other rights in or to the Electronic Trading Services, except as expressly set out in this Agreement. You agree to protect and not violate these proprietary rights in the Electronic Trading Services and to comply with our reasonable requests to protect our and our third-party service providers' contractual, statutory and common law rights in the Electronic Trading Services. If you become aware of any violation of our or our third-party service providers' proprietary rights in the Electronic Trading Services, you will promptly notify us in writing.

## **SOFTWARE**

- If you receive any data, information or Software via an Electronic Trading Service that you are not entitled to under this Agreement, you must promptly notify us and refrain from using such data, information or software in any manner.
- Certain Exchanges may impose restrictions on accessing their Exchange data, such as allowing access from only one system at a time. You agree to comply with any such restrictions we impose on your access to the Electronic Trading Service and your ability to view Exchange data.
- You agree to take all reasonable precautions to prevent the introduction of computer viruses, worms, software bombs or similar items into the System or Software used to access our Electronic Trading Services.
- We and our licensors (as the case may be) will retain the intellectual property rights in all elements of the Software and databases contained within the Electronic Trading Services and you acknowledge that you will not acquire any title or interest in such elements beyond what is outlined in this Agreement.

## **MARKET DATA**

- Regarding any market data or other information provided to you in connection with your use of the Electronic Trading Services, (a) we and any third party service provider are not responsible or liable if any inaccuracies or incompleteness in such data or information (b) we and any third party service provider are not responsible or liable for any actions you take or refrain from taking based on such data or information; (c) you agree to use such data or information solely for the purposes set out in this Agreement ; (d) such data or information is proprietary to us and any third party provider and you agree not to retransmit, redistribute, publish, disclose or display it in whole or in part to third parties except as required by Applicable Regulations; (e) you agree to use such data or information solely in compliance with the Applicable Regulations; and (f) you agree to pay any Market Data costs (if applicable, for direct market access for example) associated with your use of an Electronic Trading Service as informed by us from time to time.

- Additionally, in respect of Exchange data received via the Electronic Trading Service, you hereby agree to adhere to any terms and conditions related to the redistribution and use of such data provided by us from time to time.

### **THIRD PARTY SOFTWARE, TOOLS, PACKAGES AND PRICING DATA**

- We may provide you access to applications, software packages, tools and features developed by third parties (i.e. MT4, MT5, trading view, trading from charts) ('Third Party Products'). It is your sole responsibility to thoroughly understand and assess the functionality of any such Third-Party Products before agreeing to download or access them.
- Clients utilizing the bulk closing feature on Meta Trader5 ("MT5") acknowledge that certain positions may remain open due to market volatility or execution delays. In the event of an execution delay and subsequent price requote, the MT5 platform may not wait for the server's response, resulting in some positions remaining open.
- In such cases, it is the client's responsibility to manually reapply the bulk closing feature to close any remaining positions.
- In addition, When a client requests to close multiple positions simultaneously, including through the bulk closing feature, such orders may be consolidated and executed as a single aggregated order depending on system processing and available market liquidity. In such circumstances, execution of the order will be based on the best available market price at the time of execution. The Client acknowledges and accepts that, due to market conditions, available liquidity, and the depth of the underlying market, the execution price of the consolidated order may differ from the expected price. As a result, execution may occur with slippage depending on the available market depth and prevailing market conditions at the time the order is processed.
- This process is managed by MetaQuotes, and CFI holds no control over it. Accordingly, CFI is not liable for any risks incurred, and clients are solely responsible for monitoring and addressing any open positions.
- We do not control, endorse or guarantee the accuracy or completeness of any Third-Party Products nor do we endorse their suitability for your needs. Third Party Products are provided to you on an 'as is' basis, without any warranty or guarantee, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.
- Your use of any Third-party products is subject to any reasonable conditions that we may impose such as the requirement to pay any specific fees.
- Certain Third-Party Products rely on pricing data provided by us to a third-party software administrator (for example PRT While we will make reasonable efforts to ensure an acceptable service, you acknowledge that pricing data displayed in such Third-Party Products may be delayed and that we do not guarantee the accuracy or completeness of the data, whether current or historical. Moreover, we do not guarantee uninterrupted service. In the event of any discrepancy between the data (pricing or otherwise) in the Third-Party Product and our other Electronic Trading Services, the data in our other Electronic Trading Services will take precedence.

- Your use of any Third-Party Products at your own risk. We shall not be liable for any claim, damages or other liability, including loss of funds, indirect losses (such as loss of profits), data or service interruptions, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the use, operation, performance and/or error or malfunction of any Third-Party Product and/or any services provided by any Third-Party Product provider.
- The Metatrader platform used by the Company is provided by an Associated Company. The statements extracted from the system will show the name of the Associated Company as the “Broker”. However, the account details will reflect your account including the login number and password provided by us upon opening an account to access the platform. Should you require a statement of account from us, you may request it at any time, knowing that the details will match those visible on the platform with the only difference being us as your counterparty as per the terms outlined in this Agreement. To clarify, your account will be held with us and we will serve you as your counterparty to any and all Transactions as stipulated in this Agreement. Any trades (Transactions) executed through the platform will be recorded as trades (Transactions) for your account with us and we are acting as your counterparty for them. These Transactions will be accordingly recorded on your account with us.
- As our services are offered online, Clients have the convenience of checking their portfolios via their platform at any time. Additionally, Clients will receive their daily statement by email from [statements@cfi.trade](mailto:statements@cfi.trade) at the end of each trading day. It is important to note that these daily statements are sent via email from our subsidiary “CFI Global Management”
- Clients may opt to utilize the TradingView platform as a Third-Party platform, subject to agreeing to a separate Third-Party Agreement alongside our general terms and conditions. The process involves the client requesting a TradingView account through our client portal or Trading app, with an automatic creation of an account on the CFI Trader Evolution (Multi-asset) platform. Subsequently, the TraderEvolution account can be linked to TradingView via the TradingView website or mobile app. Clients can execute trades on TradingView, which will then be replicated in their CFI TraderEvolution account. It is essential to emphasize that CFI cannot manage or rectify any errors within the TradingView platform, thereby underscoring its role as a third-party platform. Furthermore, it is explicitly acknowledged that the client assumes full responsibility for all risks inherent in the use of the TradingView platform. CFI hereby absolves itself of any liability for losses or damages incurred as a result of such utilization.

### **Limits on Open Positions and Pending Orders (MT5 Platform)**

Clients acknowledge their understanding, acceptance, and commitment to the limits on open positions. The following limits and thresholds apply exclusively to accounts on the MT5 platform:

Clients using hedging accounts can have a maximum of 400 open positions and pending orders combined per trading account at the same time.

Pending orders are considered part of the total position limit, as their execution results in the opening of new positions.

Once the 400 position/order limit is reached, the platform will prevent the placement of both new market orders and additional pending orders.

The Client irrevocably acknowledges that the Company has the full right to monitor, review, and enforce these limits to ensure a fair and secure trading experience. By continuing to use the MT5 platform, the Client confirms their acceptance and agreement to comply with these conditions. The Company assumes no legal or financial liability in case of any breach by the Client.

## 6- Conflicts of Interest

- 1) You acknowledge that we, along with our Associated Companies or related individuals provide a diverse range of financial services to a broad clientele and counterparties. In certain circumstances, we, our Associated Companies, or a Relevant Person or related individual may have a material interest in a Transaction with or for you or where a conflict of interest may arise between your interests and those of other clients or counterparties or ourselves.
- 2) We make effort to identify conflicts of interests between ourselves, our Associated Companies or related entities and our clients, or between Clients themselves, that may arise during the provision of our investment services. Examples of actual and potential conflicts of interests include:
  - a. We may execute or arrange Transactions with you or on your behalf in which we, our Associated Companies, or related individual or company may have direct or indirect material interests;
  - b. profits generated from such hedging activities may be retained by us or an Associated Company or related individual or company without your involvement;
  - c. In accordance with the FSC Rules, we may pay to and accept from third parties (and not be liable to account to you) benefits, commissions or remunerations which are paid or received as a result of Transactions conducted by you;
  - d. Our related Companies, individuals or Associated Companies and Relevant Persons will act in accordance with the type of license we hold. For further details, please refer to the regulatory section on our website;
  - e. Our related Companies, individuals or Associated Companies and Relevant Persons may engage in trading activities in the Underlying Market related to your Transactions, either as principals for their own accounts or on behalf of others;
  - f. Our related Companies, individuals or Associated Companies may provide investment advice or services to another client regarding the Underlying Market in which you are entering a Transaction.
  - g. For further information, kindly refer to our Conflicts of Interest Policy published on our website.

## 7- Orders

CFI reserve the right to decline any of your instructions and may process them in any manner deemed commercially reasonable. You acknowledge CFI has absolute discretion in routing trade orders, provided it makes a reasonable and good faith effort to achieve best execution. For orders executed electronically via the Internet, online order entry systems or by facsimile (collectively, "Electronic Orders"), our liability is limited to direct damages caused solely by gross negligence or wilful misconduct; however, we are not liable for loss or damages (including without limitation, loss of profits or use, and direct, indirect, incidental, punitive, special or consequential damages, arising from:

- a. any failure or malfunction of an Electronic Order entry system or inability to enter or cancel Electronic Orders, or
- b. any fault in delivery, delay, interruption, inaccuracy or termination affecting all or part of any Electronic Order system or any supporting facility, regardless of whether a claim arises in contract, tort or otherwise. Unless otherwise specified, your instructions are not valid beyond the trading session entered.
- c. The Client acknowledges and agrees that in the event of slippage caused by news or any other reason, and in the event of a market gap for any reason, the order will be executed at the best available market price at the time of execution. This applies whether the impact on the Client's position is positive or negative. This also applies even if the Client has set a stop-loss at a specific price—the execution will still occur at the best available price in the market at that moment.

## 8- Customer Representations and Warranties

- a. By entering into this Agreement, you represent and warrant, and you will be deemed to have repeated each representation and warranty upon entering each transaction, that:
- 1) all information provided to CFI is accurate, complete and not misleading;
  - 2) unless otherwise disclosed to CFI, no party other than yourself has an interest in any Account carried for you by CFI;
  - 3) you have carefully read and understand this Agreement possessing the required legal capacity, authority and power to enter into this Agreement, and undertake transactions as contemplated herein;
  - 4) you are duly authorised to execute and deliver this Agreement, open each Transaction and fulfil your obligations herein and therein. You have taken all necessary actions to authorise such execution, delivery and performance;
  - 5) you will enter into this Agreement and open each Transaction as principal;
  - 6) the performance of your obligations hereunder is not prohibited by any governing regulation, agreement or judicial or administrative order;
  - 7) if applicable, the persons executing this Agreement are duly authorized to sign this Agreement on your behalf;
  - 8) any person representing you in opening or closing a Transaction will have been, and (if you are a company, partnership or trust) the person entering into this Agreement on your behalf is, duly authorised to do so;
  - 9) The execution, delivery and performance of this Agreement and each Transaction will not violate any applicable law, ordinance, regulation, charter, by-law or rule governing your actions whether in your resident jurisdiction or otherwise, nor will violate any agreement to which you are a party or which affects any of your assets;
  - 10) you have obtained all necessary governmental or other authorisations and consents required for you to enter into this Agreement and to engage in opening or closing Transactions. Furthermore, these authorisations and consents are valid and enforceable with all associated conditions having been duly satisfied and continuing to be complied with;
  - 11) Except in exceptional circumstances, you will not initiate fund transfers to or from your account(s) with us from a bank account other than the one identified in your account opening form or as otherwise agreed upon by us. Whether exceptional circumstances exist will be determined by us from time to time;
  - 12) if you are an employed or contracted by a financial services firm or any other firm regulated the financial transactions of its employees and contractors, you must notify us appropriately and disclose any restrictions that apply to your trading activities;

- 13) you will utilize our bid and offer prices solely for your own trading purposes, and undertake not to redistribute them to any other party for commercial or non-commercial purposes;
- 14) execute any trade, whether individually or collectively, that exceeds position limits imposed on you by CFI, any market or exchange or Governing Regulations;
- 15) you will not submit or seek to submit an order to CFI for a transaction (i.e., spots, forwards and options) without first obtaining CFI' agreement as to the following terms of each such trade: (X) specified amount of currency that is to be bought or sold; and (Y) the specific exchange rate at which the specified amount of currency is to be bought or sold.
- 16) you will use the services offered by us pursuant to this Agreement in good faith and, accordingly, you will refrain from employing any electronic device, software, algorithm, or any trading strategy ('Device') designated to manipulate or exploit the manner in which we formulate, provide or convey our bid or offer prices. Should you employ a Device that exempts you from downside market risk in your interactions with us, it will be construed as evidence of unfair advantage-taking.

b. You further represent that you are not:

- 1) an employee of any exchange,
- 2) an employee of any corporation in which any exchange owns a majority of the capital stock,
- 3) a member of any exchange or employee of such a member,
- 4) a member of FINRA or employee of such a member,
- 5) an employee of any bank, trust company or insurance company or
- 6) an individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper, unless you notify us to that affect.

You agree that you will promptly notify us in writing if any of the information or representations provided in the Account Application or in this Agreement materially change or become inaccurate in any material aspect.

c. You further represent that except for you (or the beneficial owner(s)) if signed in a representative capacity) no one else has an interest in the Account.

We will request you to sign the relevant US tax form before accepting an Instruction to Deal from you to Buy an Instrument related to Shares listed on the Exchanges in the US. If you have not previously provided us with a valid US tax form and you already hold US Shares, we will require you to complete the relevant US tax form. Failure to return the signed and completed US tax form before the specific date (usually 30 days), we reserve the right to sell your US Shares. You have the ongoing obligation to inform us if your tax status changes. You acknowledge that, for Shares listed on the Exchanges in the US, we will be reporting to IRS and that we are eligible to deduct applicable taxes for the corresponding payments. These requirements and obligations regarding tax forms, reporting to the IRS, and the deduction of applicable taxes apply specifically to Shares listed on the Exchanges in the US.

d. This section pertains to the terms and conditions governing the trading of US stocks through CFI. It is hereby acknowledged that CFI is solely authorized to offer listed stocks and has the discretion to redistribute their pricing. In the event of a listed stock's delisting, CFI reserves the right to take appropriate actions at its sole discretion, including the closing of associated positions in accordance with prevailing market price and the transfer of the stock to the OTC market. It is important to emphasize that CFI does not assume any explicit responsibility for the outcome of position closures due to stock delisting and timing. By accepting these terms, you acknowledge that CFI retains the discretion to address such situations as necessary, and you hereby waive any entitlement to seek indemnification in these specific circumstances.

- e. Regarding Saudi stocks, if you are not from the GCC region you may trade on Saudi shares if you fulfil the necessary requirements specified by the company. For GCC (Gulf Cooperation Council) nationals, in order to engage in Saudi stock trading, you are required to submit a request to the Saudi exchange to obtain a National Identification Number (NIN) that is necessary for trading. This process involves providing relevant information and completing the required forms as specified by the Saudi exchange.

The parties agree that pricing information sourced from exchanges in the Gulf Cooperation Council (GCC) will be subjected to a 15-minute delay. This delay is applicable to all securities or financial instruments traded on GCC exchanges. We possess a license for delayed data redistribution, not real-time data.

You agree to utilize the services provided by us under to this Agreement in good faith and, therefore, you shall refrain from employing any electronic device, software, algorithm, or any trading strategy ('Device') designed to manipulate or unfairly exploit the manner in which we formulate, present, or convey our bid or offer prices. By using a Device that shields you from downside market risk in your transactions with us, you acknowledge that it constitutes evidence of unfair advantage-taking.

This Agreement including the Order Execution Policy, Privacy Policy, Conflicts Policy, Risk Disclosure Statement, the information on our website, the information on our Electronic Trading Software contains the entire understanding between the parties in relation to the dealing services we offer.

In the absence of our fraud, wilful default or negligence, we give no warranty regarding the performance of our website(s), our Electronic Trading Services or other software or their suitability for any equipment used by you for any particular purpose.

Any breach by you of a warranty given under this Agreement renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, at our discretion.

## 9- Dealing Procedures Agents

We reserve the right to reject any instruction or communication if we suspect that your agent may be acting beyond their authority. If we have already opened a Transaction before forming such a belief, we may, at our absolute discretion, close the Transaction at our then prevailing price or consider it void. Nothing in this Term 8(1) will be construed as placing us under a duty to enquire about the authority of an agent who purports to represent you.

### **INFRINGEMENT OF LAW**

We will not execute any Transaction if we reasonably believe it may not be feasible or would violate any Applicable Regulation, law, or Term. If a Transaction has already been opened before this belief arises, we may, at our absolute discretion, close the Transaction at the then prevailing bid price (in the case of Sell Transactions) or offer price (in the case of Buy Transactions) or consider it void.

### **SITUATIONS NOT COVERED BY THIS AGREEMENT**

In situations not covered under these Terms or Product Details, we will resolve matters in good faith and fairness consistent with market practice.

### **BORROWING CHARGES AND TRANSACTIONS BECOMING UN-BORROWABLE**

If you open a sell transaction for a particular Instrument, we may pass on to you any stock borrowing charges to you. If you fail to pay these charges that become payable after you have opened such a Transaction, or we are unable to continue borrowing that Instrument in the Underlying Market (and we give you notice to that effect), we may close your Transaction immediately resulting in potential losses for you. You agree to indemnify us against any fines or penalties, imposed by any Exchange, Underlying Market or any other regulatory

authorities related to your transactions or any related transaction by us to hedge your Transaction. For the avoidance of doubt, this indemnity extends to any stock recall or buy back fees imposed by any Underlying Market in relation to a Transaction placed by you. Shares may also become unborrowable or be recalled by brokers or agents.

## 10- Manifest Error

We retain the right to void or amend, without your consent, any Transaction that contains an obvious or palpable error (a 'Manifest Error' and any such Transaction a 'Manifestly Erroneous Transaction'). If, we opt to amend such a transaction, the amended terms will be determined based on what we believe would have been fair at the time of the transaction. We will assess whether an error is a Manifest Error reasonably, considering factors such as the state of the Underlying Market at the time of the error and the clarity of information sources. Your financial commitment made in reliance of a transaction with us will not affect our decision on whether there was a Manifest error.

- 1) Except in cases of our fraud, willful default or negligence, we will not be liable to you for any loss, cost, claim, demand or expense resulting from a Manifest Error even if it originates from a source on which we rely.
- 2) If we exercise our rights under Term 10(1) due to a Manifest error, and you have received any funds from us related to the Manifest Error, you agree that those funds are due and payable.

## 11- Pre-Market and Post-Market Trading

### Availability

- Pre-market and post-market trading are available exclusively for US securities.
- These trading sessions are accessible through Multi-Asset and TradingView as enabled by the company.

### Commission

The commission charged during pre-market and post-market trading is USD 0.01 per share, with a minimum charge of USD

### Trading Hours

#### Pre-Market Trading:

Starts at 15:00 and ends at 16:30 (server time), which is 1.5 hours before the US market opens.

#### Post-Market Trading:

Starts at 23:00 and ends at 23:59 (server time), which is 59 minutes after the US market closes.

### Order Execution and Market Conditions:

#### Pre-Market Orders:

- Pre-market orders are limit orders with expiration set to the end of the post-session (23:59 server time).
- Limit orders can be placed & executed during pre-market sessions including Take profit.

**Post-Market Orders:**

- Only limit orders are accepted during the post-market session including Take profit orders.
- Limit orders placed during the post-market session are considered "day orders" and will be automatically canceled at the end of the post-session (23:59 server time).

**Price Discrepancies:**

- Trading during pre-market and post-market hours may result in a difference between the requested price and the fill price due to potential market liquidity.

## 12- Communications

- 1) An offer to open or close a Transaction (including an Order) must be presented by you, or on your behalf through one of the following means: verbally, over the telephone; through our Electronic Trading Service; or via any other method specified by us. If your usual mode of communicating with us is unavailable for any reason, you should attempt to utilize one of the other accepted methods mentioned above. For instance, if you initially open and close Transactions via our Electronic Trading Service, but It is temporarily unavailable, you should contact us by telephone to execute Transactions. Written offers to open or close a Transaction, including those sent by fax, email (including secure emails sent via our Electronic Trading Service) or text message, will not be accepted or deemed effective under this Agreement. Any communication that does not involve initiating or terminating a Transaction must be presented by you, or on your behalf through one of the following means: Verbally, over the telephone or in person; in writing, via email, post, fax; or any other method specified by us. If sent to us by mail or fax, a communication must be addressed to the details provided in 1.1 and, if sent to us by email, it must be directed to an email address designated by us for that purpose. Such communication will be considered received by us upon our actual receipt of it. CFI International Ltd is not responsible for unanswered phone calls.
- 2) While we generally not accept an offer to open or close a Transaction unless it complies with Term 11(1), in exceptional cases, when we choose to accept such an offer, we will not be liable for any loss, damage or cost that you experience due to any errors, delays or omissions in acting on such offer, or failing to act upon it.
- 3) If, for any reason, you are unable, to communicate with us, or we do not receive any communication from you, or if you do not receive any communication from us as per this Agreement, we will not:
  - a. be held liable for any loss, damage or cost incurred by you due to any act, error delay or omission resulting from your inability to initiate a Transaction; and
  - b. Unless your inability to communicate with us stems from our fraud, wilful default or negligence, be liable for any loss, damage or cost incurred by you due to any act, error, omission or delay including but not limited to, situations where you are unable to close a Transaction.
- 4) You understand and agree that any communication transmitted by you or on your behalf is at your own risk and you authorise us to rely on and act upon any communication (whether written or oral) that we reasonably believe has been transmitted by you or on your behalf by any agent or intermediary whom we reasonably believe to have been duly authorised by you. You acknowledge and agree that we will use

your account number and/or password to identify you and you agree that you will not disclose these details to any unauthorized person. If you suspect that your account number and/or password has been compromised or may be used by any other person, you must notify us immediately.

- 5) You consent to the recording of our telephone conversations with you. these recordings may occur without the use of a warning tone or any further notice and they will be our sole property. You acknowledge that these recordings will serve as evidence of the communications between us.
- 6) Pursuant to the Applicable Regulations, we will furnish information regarding each Transaction we open or, as applicable, close for you by issuing a Statement. These Statements will be accessible on our Electronic Trading Service and, will be provided to you via post or email upon request, on or before the business day following the day on which the Transaction is initiated or concluded. Should you opt to receive your Statements by post, please note that we reserve the right to impose an administration charge.
- 7) Unless you notify us otherwise in writing within two business days of the date you are deemed to have received it in accordance with Term 11(10) below, you will be considered to have acknowledged and agreed with the content of any Statement that we provide to you. Additionally, it is your responsibility to regularly review and monitor your account status online and promptly inform us of any errors you identify. Failure to do so will invalidate any claims for errors made by you to us.
- 8) Our failure to furnish you with a Statement does not render a Transaction that you and we have agreed void or invalid. However, if you believe you have opened or closed a Transaction but have not received a Statement for it, any inquiry regarding the purported Transaction will not be addressed unless: (i) you inform us of the lack of Statement within two business days of when you should have received it, and (ii) you can provide precise details regarding the time and date of the purported Transaction.
- 9) We may contact you via telephone, mail, fax, email or text message or by posting messages on our Electronic Trading Service and you consent to us calling you at any time. We will use the contact details provided on your account opening form or any updated information you provided. Unless you specify otherwise, you agree that we may send the following notices to you by email and/or by posting them on the Electronic Trading Service:

Account Statements;

- a. Notice of changes to our services, such as modifications to Transaction features, updates to the Electronic Trading Service, and changes to Margin rates;
  - b. notice of amendments to the Terms of this Agreement in accordance with Term 35, each referred to as a 'Message'). We will not send you a paper copy of a Message that is sent to you by email or posted on our Electronic Trading Service. Sending a Message to you by email or posting it on our Electronic Trading Service in a durable medium fully complies with all our obligations under the Agreement and the Applicable Regulations.
- 10) Any correspondence, documents, written notices, legal notices, confirmations, Messages or Statements will be considered properly delivered under the following conditions:
- a. if sent by post to the address you last notified to us, delivery will occur on the next business day after being deposited in the post;
  - b. if delivered to the address you last notified to us, delivery will occur immediately upon deposit at such address;
  - c. if sent by fax or text message, to any fax or mobile telephone numbers you last notified to us; delivery will occur upon transmission.
  - d. if sent by email, to the email address you last notified to us; delivery will occur one hour after transmission.
  - e. if posted on our Electronic Trading Service, delivery will occur upon posting.

- 11) It is your responsibility to ensure, that we have your current and correct address and contact details at all times. Any changes to your address or contact details must be promptly notified to us in writing, unless we agree to another form of communication.

You acknowledge and agree that the email address provided by you will be used for correspondence and all messages and communications will be sent to this email address. These messages will be considered to have full legal effect and will bind you, unless you provide us with another email address for this purpose. The act of us sending you an email will be deemed obligatory upon you in compliance with the policies and procedures of the business. No claim of non-receipt of the email for any technical and/or technical reason or any other reason due to you will be accepted.

Please note that you are responsible for monitoring the company's website for any developments, updates, and changes. You must also review the agreements, explanations, instructions, publications, and terms and conditions that the company publishes from time to time on the website throughout the entire period of your dealings with the company. The company will not be liable to you if you fail to comply with the above, and you release the company from any financial and/or legal liability for such breach and any resulting losses, including lost opportunities.

- 12) You confirm that you have received information about us, our services, our Transactions, our costs and charges along with copies of our Order Execution Policy, Privacy Policy, Conflicts and Risk Disclosure Statement.
- 13) It is your responsibility to make sure that you read all notices provided to you including those posted on our website and/or on our Electronic Trading Service, in a timely manner.
- 14) While email, the internet, Electronic Trading Services and other forms of electronic communication are often reliable, no electronic communication is entirely reliable or always available. You acknowledge and accept that a failure or delay in receiving any communication from us whether sent by email, text message or otherwise whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not invalidate or prejudice that communication or any related transaction. We will not be liable to you for any loss or damage, arising directly or indirectly from such failure or delay. Furthermore, you understand and accept that emails, text messages and other electronic communications we send to you may not be encrypted and therefore may not be secure.
- 15) You acknowledge the inherent risk that electronic communications may not reach their intended destination or may be delayed. You accept this risk and agree that a failure or delay in us receiving any offer or communication from you electronically, whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or prejudice that offer or communication or any related transaction. If, for any reason, we are unable to accept your offer electronically, we may, without obligation, provide you with further information about making your offer by telephone as an alternative.
- 16) If you are granted access to our mobile dealing platform, your use of such service will be subject to this Agreement and any supplemental mobile dealing terms posted on our website and amended from time to time.
- 17) Any signature, including an electronic symbol or signature drawing via electronic signature utility sourced by the company and exchanged on authorized emails of the Company and the Client, shall have the same legal validity and enforceability as a manually executed signature or use of a paperbased recordkeeping system to the fullest extent permitted by applicable law.

- 18) "It is your responsibility to review all notices issued by the Company from time to time in a timely manner. Such notices may be posted on the Company's website, Trading Platforms, or other communication channels, including but not limited to the MT5 mailbox, Multiasset mailbox, the CFI application mailbox, and any other similar means. As part of the onboarding process, you acknowledge and agree that these channels may be used by the Company to communicate such notices."

### **13- Liens, Collateral and Transfer Authorization**

This section pertains to margin accounts or in the event of a deficit in your cash Account.

- a. All Securities and other property currently held or subsequently acquired by CFI (or by any of its affiliates) whether in CFI's possession or control (or in the possession and control of any such affiliates) for any purpose, in or for any of your Accounts, now or in the future, including any account, margin or cash, in which you have an interest, or which at any time are in your possession or under your control, shall be subject to a lien and security interest for the payment and discharge of, and a right of set off for, any and all indebtedness or obligations you may have to CFI. You agree that CFI holds all your Securities and other property as security for the payment of any such liability or indebtedness to CFI in any said account. CFI, in its sole discretion, without prior notice to you, may use, credit, apply or transfer interchangeably between any of your Accounts at CFI (or an affiliate of CFI) whenever CFI considers such a transaction necessary for its protection.  
In enforcing this lien and security interest, CFI, in its sole discretion, may determine which Securities and other property are to be sold and which contracts to be closed in order to satisfy any indebtedness or obligation you have to CFI. You irrevocably appoint CFI as your attorney-in- fact with power of substitution to execute any documents for the perfection or registration of such general lien and security interest.
- b. CFI shall be under no obligation to pay you any interest on cash balances or to provide any other benefit derived from the investment of your Securities and other property.
- c. You understand that any balance due on your Account is payable immediately and CFI may demand payment of the full amount of any balance due on your Account at any time. If any dividend, interest, distribution or similar payment is made on your Account, CFI is authorized, but not required, to apply the payment to any balance due on your Account.

### **14- Breach; Liquidation of Accounts and Payment of Costs**

- a. We shall have all rights and remedies available to a secured creditor under Governing Regulations, in addition to the rights and remedies provided herein. In the event of a breach, repudiation, or default by you, you understand that CFI may at any time, at its sole discretion and without prior notice to you: prohibit or restrict your access to the use of CFI's Web site (including any order entry system) or related services and your ability to trade; refuse to accept any of your transactions; refuse to execute any of your transactions; and/or terminate your Account. The closing of the Account will not affect the rights and/or obligations of either party incurred prior to the date the Account is closed.
- b. In the event of:
  - 1) your death or judicial declaration of incompetency,

- 2) the filing of a petition in bankruptcy,
- 3) insufficient margin as determined by CFI in its sole discretion,
- 4) CFI's determination that any collateral deposited to protect one or more of your Accounts is inadequate or insufficient regardless of market quotations to secure such Account,
- 5) any representations or warranties under this Agreement shall be untrue in any material respect when made or repeated or
- 6) any other circumstances that CFI deems necessary or appropriate,

Client should be aware that when buying shares, the full margin required must include the commission in the calculation. For example, if Client wishes to buy 1 share of APPLE at 130, Client must have \$131 balance in the account to cover the commission otherwise trade will be liquidated and closed.

**CFI is hereby authorized to take any or all of the following actions regarding your Account:**

- a. satisfy any obligation you may have to CFI out of any of your Securities and other property held by CFI or an affiliate of CFI;
- b. liquidate any or all of your positions and assets without demand or notice and apply the proceeds to satisfy your obligations;
- c. set-off, net and/or recoup any CFI obligations against your obligations;
- d. convert any obligation from one currency to another currency;
- e. cancel any or all open orders;
- f. purchase Securities to cover the sale of Securities; and
- g. You acknowledge that the Company has the right to demand repayment in the event that any of your accounts enter into a negative balance. You undertake to settle any resulting debit balance owed to the Company immediately upon demand.
- h. The Client acknowledges that the Company has the right to close all and/or some of the Client's positions and to close the Client's account(s) in the event that the Company receives a precautionary seizure order or attachment notice from governmental authorities. All relevant account balances shall be transferred to the competent governmental authorities as required.
- i. The Company reserves the right to recover any funds that were erroneously deposited into your account, whether due to a transfer to the wrong account, an amount exceeding the intended deposit, settlement intended for a different client, or any deposit that does not comply with legal or agreed upon procedures, for any reason whatsoever – including amounts exceeding the compensation due to you. In such cases, you undertake not to withdraw such funds and/or not to place any trades or positions using these funds. You also agree to return the excess funds immediately upon the Company's request without delay. The Company shall have the right to reverse the relevant entries in order to recover these funds without requiring your prior consent and regardless of any impact this may have on your account or positions. You shall not benefit in any way from these funds. The Company further reserves the right to take legal action to recover such funds. Additionally, the Company may take any other action it deems appropriate to recover the outstanding amount.

Any or all of the above actions may be taken at CFI's discretion without demand and without prior notice to you or the tenants in any joint account. You shall at all times be liable for the payment of any deficit in your Account upon demand by us. You shall be responsible for and shall promptly pay to us all Account deficits and other obligations you may owe to CFI (collectively, "Customer Debts"). You further agree to



pay all of CFI's costs and expenses, including without limitation in-house and outside attorneys' fees, incurred in collecting Customer Debts in any legal proceeding unless you are the prevailing party. Customer Debts are payable on the date incurred without demand by CFI.

## 15- Charges and Fees

- a. When you enter into a Transaction, you will incur a Commission calculated either as a percentage of the transaction's value, an amount per Instrument(s) or according to other terms agreed upon in writing. We will provide you with written notification of our Commission terms. If we fail to notify you of the Commission terms, the standard commission rate as published on the Product Details section of our Website will apply. You may request clarification of our Commission terms from our dealers.
- b. In addition to Commission, there may be other Charges and Taxes associated with Buying, Selling or holding an Instrument using our service depending on the Underlying Market and the specific Instrument involved. Additional charges may arise in cases of delayed or failed settlement of a Transaction. You are accountable for these amounts and they will be deducted from your account as necessary.
- c. We may charge you for the provision by us to you of market data or any other account feature along with any other Charges as we reasonably notify you from time to time.
- d. You are responsible for paying or reimbursing us for any Charges or Taxes applicable to your Instructions to Deal or Transactions both presently or in the future. This includes any Taxes on commission or Charges payable by you pursuant to this Agreement.
- e. In the event that your Account is transferred to another broker, CFI may charge a reasonable transfer fee.
- f. When trading on a foreign exchange necessitates the conversion of your funds, from U.S. dollars to a foreign currency or from a foreign currency to U.S. dollars, CFI may charge a reasonable markup in addition to the prevailing exchange rates. CFI may adjust its fees from time to time without prior notice to you. You authorize us to pay such fees from assets in your Account and, if necessary, by selling other assets in the Account. CFI reserves the right to implement additional fees or charges at any time, except as limited by applicable law. Fees are non-refundable.
- g. If you possess physical certificates of stocks and/or bonds and request that CFI retain such certificates for safekeeping, a yearly safekeeping fee of \$100 per certificate will be levied by CFI. Moreover, should you request the transfer and shipment of a physical certificate to you, CFI will impose a fee of \$175.00 per transfer request. Additional fees might be applicable for services related to physical certificates that are not explicitly mentioned in this paragraph.

## 16- Client Accounts and Safe-Keeping'

All funds managed by the Company on behalf of the Client are held either in the name of the Client and/or in the name of the Company acting on behalf of the Client, in accounts held with the following entities:

- a. Central bank
- b. Credit institution
- c. Bank authorized in a third country
- d. Qualifying money market fund (with clients' explicit consent)

In cases where Client funds are not deposited with a central bank, the Company will exercise due skill, care and diligence in selecting, appointing and periodically reviewing the credit institution, bank or money market fund where the funds are placed. Diversification of these funds will also be considered as part of the required due diligence.

- a. Clients acknowledge that the Company earns interest on the clients' bank accounts and such interest cannot be claimed back by the client.
- b. Client Funds will be pooled with funds belonging to other Clients (i.e. in an omnibus account). Consequently, in the event of the insolvency or any analogous proceedings involving the bank/credit institution, the Company may have an unsecured claim against the bank/credit institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client. Individual Clients will not have a claim against a specific sum in a specific account; instead, a Client's claim will be against the Client Funds pool in general.
- c. The Company shall provide Custody Services to the Client, including safekeeping of the Client's Assets and maintenance of proper accounting records. These services are outlined in detail in the Terms and Conditions available on the Company's website.
- d. Custody Services encompass safe-keeping of the Client's Assets, maintaining accounting records and providing evidence of rights to Securities. Operations related to the Clients are carried as part of these Services.
- e. Clients Assets shall be held in Accounts with the Company as per the agreement between the Company and the Client, this Agreement and the Law (Governing Legislation).
- f. The Company reserves the right to set-off any amounts held on behalf of the Client against the Client's obligations to the Company and/or amalgamate any Client accounts subject to written agreement.
- g. When providing Custody Services, the Company commits to maintaining separate records of the Client's Assets from those of other clients' and the Company itself:
  - i. Custody Services include safe-keeping of the Client's Assets, recording the Client's rights over the Assets and settlement of Transactions involving the Client's Assets executed by the Company based on Client Order(s).
  - ii. Client's Assets are held in Account(s) according to this Agreement, any subsequent agreements and Governing Legislation.
  - iii. The Company will not use Client's funds for its own account unless expressly authorized in writing by the Client and in compliance with regulatory requirements.
  - iv. Securities held by Company for the Client will not be used for Company's own account unless authorized by the Client in writing. Such authorization will only be granted in cases and under terms defined by the competent supervisory authority through official publication, as outlined in the Law concerning the authorization and operating conditions of Mauritian Investment Firms.

## **PROTECTION OF CLIENT FUNDS**

To ensure the protection of client funds, the Company implements the following measures:

- a. segregation of client funds: The Company maintains segregated client accounts with banks/credit institutions ensuring that client funds are fully separated from the Company's own funds at all times.
- b. the selection of reputable banks/credit institutions where clients' funds will be held: The Company exercises all due skill, care and diligence in selecting, appointing and periodically reviewing the institutions where client funds are deposited. This includes considering the expertise and market reputation of these institutions;
- c. Record-keeping and accounting: the Company maintains records and accounts in its systems to distinguish Client assets from its own assets and from assets held for other Clients. Additionally, regular reconciliations are conducted between its internal accounts and records and those of those of any third parties holding client assets.

### Leverage

The Client accepts that the margin may be changed at any time by the Company, and in some cases, without prior notice to the Client. The Client should follow the margin level at their expense at all times and ensure that the margin requirements are fully in place as required. In the absence of sufficient actual liquidity to cover the mandatory margin, the Company will close some or all of the open positions at the expense of the Client. The Company may decide to do this before the closure of the global markets on Friday evening (or the evening of the last day of trading in the event of a holiday). However, the Company may decide, without any right of the Client to object, to take any necessary action to protect its interests. The Client accepts to bear the results of the Company's decisions at their expense and is required to maintain sufficient liquidity at all times, closing any open positions to cover the mandatory margin before the end of the week or at any other time the Company deems appropriate. This is typically done in cases of:

- High market volatility,
- Expected news events that may lead to high fluctuations,
- Large positions opened by the Client,
- Before official holidays,
- Otherwise, as the Company deems fit.

The Client acknowledges and accepts that if the margin level falls to a low point (usually about 10% or less, unless the Company agrees otherwise), or before that, if deemed necessary by the Company, the Company will close part or all of the open positions or open hedged positions. The Client understands that, in some cases, the Company may be unable to close positions at price levels that protect the Client from debts owed to the Company or obligations exceeding the Client's deposited balance. In such cases, the Client accepts any debts incurred and agrees to pay them immediately to the Company. The Company is not obligated to request liquidity strengthening from the Client and is not responsible for closing open positions in the absence of sufficient liquidity. The Company may choose the time of closing positions at the Client's expense to re-establish the account when sufficient liquidity is available.

The Client understands that all Company Transactions carry contingent liabilities and should be aware of the implications of margin requirements for clients, as detailed in the Company's leverage policy. Exceptions to higher leverage may be given at the Company's discretion with the Risk Department's approval. The Client should maintain an appropriate margin to cover the risk of losing the entire investment, and the Company reserves the right to maintain the account margin in the absence of prior intervention by the Client. The Client may be required to deposit additional margin at short notice based on the margin level to maintain their investment. If the Client fails to provide such additional funds within the required timeframe, the Client's investment position may be closed. Margin Close-out Protection:



The Company offers margin close-out protection. The Stop-out level is set at 50%. If the margin level falls below 50%, the Client's positions will begin liquidating, starting from the position with the highest losses. For Clients, the Stop-out level is set at 10%. If the margin level falls below 10%, positions will begin liquidating in the same manner.

In addition to maintaining a high margin level, the Client must consider the potential impact of spread increases, especially when dealing with partially hedged positions. Significant widening of spreads can affect the floating profit/loss, and in scenarios where positions are not fully hedged, increased spreads may trigger a stop-out of all positions.

**Maximum Equity Leverage:**

\$1 - \$15,000	1:500
\$15,001 - \$25,000	1:400
\$25,001 - \$35,000	1:300
\$35,001 – and above	1:200

The client must continuously review the Company's leverage-related policies and ratios by monitoring the website and accessing the client portal to remain up to date with any modifications.

The client acknowledges that by entering into trades or positions using leverage, they are deemed to have read and understood all policies, updates, and changes related to leverage and may not claim ignorance or lack of awareness.

If the Maximum Equity value in the client's account changes, the Company has the right to reduce the leverage in accordance with the tiers specified above.

If the leverage granted is 1:200 or more, the Company reserves the right to adjust the leverage based on the total number of open contracts across all of the client's accounts, without prior notice and as the Company deems appropriate.

The above tiers do not constitute an acquired right for any client. The adjustment and/or granting of a specific leverage level remains subject to the Company's approval and at its sole discretion.

## 17- KYC/Verification Process and Appropriateness Test

During the account opening procedure, clients are required to fill out the Online Application Form available on the Company's Website. Through this form, we gather and evaluate Clients' knowledge and experience relevant to the products offered. Additionally, Clients may need to submit additional forms related to their account type and regulatory systems of different countries, which will be communicated to them by Us.

Application forms consist of general and specific documents that Clients must fill, sign, or submit to the Company. These documents include proof of identification such as a Coloured copy of passport or ID, and proof

of residency such as a Bank statement, government letter, gas bill, phone bill, water bill (must be less than 3 months old) (proof of identification and proof of residency are hereafter collectively referred to as “KYC documentation”).

Clients are also required to sign Explicit Approval Letter, wherein they approve and sign the terms and conditions, order execution policy, key information Document, complaint procedure, Client categorization, Risks acknowledgment, beneficiary owner, FATCA, CRS etc.

By accepting the terms and conditions of this Agreement you acknowledge that you must complete the KYC/verification process by submitting the required documentation before the establishment of a business relationship.

## 18- Funding Of the Client Account and Withdrawals

- a. The Client may deposit funds into their Account using a credit card or debit card, wire transfer, or PayPal or other similar methods of money-transfer accepted by the Company. For more details, please refer to the instructions provided on the main website <https://cfi.trade/>
- b. Withdrawals from the Client Account including y profits achieved through trading transactions can only be made using the same method through which funds were initially deposited.
- c. The Company shall process withdrawal requests on the same day they are made, or on the next working day if the request is received outside of normal trading hours.
- d. However, transfer may take up to 5 (five) banking days to complete after the company receives the transfer request instructions from the Client. The transferred amount will be deducted from the balance of the Client’s sub-account on the date the transfer request is received by the Company.
- e. All bank and any other administrative charges associated with transfers from the Client’s Account to the Client will be borne by the Client.
- f. The Company bears no responsibility for funds transfers if the Client’s banking or other coordinates are incomplete or incorrect. Furthermore, the Company assumes no responsibility for funds not deposited directly into its designated bank accounts.
- g. The Company does not impose a minimum deposit requirement.
- h. The Company reserves the right to reject transferred funds from a client in any of the following circumstances (this list is not exhaustive):
  - a. If the funds are transferred by a third-party
  - b. If the Company has reasonable grounds to suspect that the sender of the funds was not duly authorized)
  - c. If the transfer violates Governing Legislation.
- i. The Company hereby notifies the client that the request for transfer and/or withdrawal of funds or Financial Instruments shall be submitted by the Client in writing or electronically and should include the following essential details:
  - Client name/code/ID or other designation of the Client
  - the name or other designation of any person acting on behalf of the Client
  - Client signature (for written requests) and authorization (for electronic requests) (d) any other details, conditions or particular Client instructions
  - the date of the request

- j. The Client acknowledges that if a Client's Bank Account is frozen for any given period and/or for any given reason the Company assumes no responsibility, and Client's funds will also be frozen.
- k. Transfers of funds between clients' accounts may be accepted, provided that the Company's internal policies and practices are applied and followed on a case-by-case basis.
- l. The Client should keep legal documents (proof of residency, proof of identification, internal legal forms, KYC etc.) updated at all times, following the Company internal policies and procedure. The Company shall send the Client emails reminding him/her to update his/her legal documents, in case of non-response or failure to provide such documents, the Company may hold the funds until the Client updates his file.

## 19- Foreign Account Tax Compliance Act ("FATCA") Requirements

In compliance with the Foreign Account Tax Compliance Act (FATCA), which pertains to tax regulations and laws applicable to U.S. persons, CFI International Ltd ensures full adherence to U.S. legal requirements. However, CFI International Ltd does not onboard or maintain relationships with U.S. persons. This includes, but is not limited to:

- Individuals holding U.S. nationality.
- Holders of Green Cards.
- Individuals residing in the U.S. permanently or for a period of 183 days or more (as defined by U.S. tax law).
- Companies registered in the U.S. or those outside the U.S. where U.S. persons own 10% or more of the capital.
- Trusts, estates, partnerships, or any other entities defined as U.S. persons under FATCA.

The Client acknowledges and confirms that they are not a U.S. person as defined above and have no financial, legal, or economic ties to the United States. The Client also agrees to promptly inform CFI International Ltd if their status changes in the future.

Clients are solely responsible for providing a completed W-8BEN form when necessary to confirm their non-U.S. status. CFI International Ltd may request the W-8BEN form as part of the Know Your Customer (KYC) process to verify the Client's eligibility and compliance with this policy.

CFI International Ltd reserves the right to take immediate action, including terminating the account, if it is discovered that the Client meets the criteria of a U.S. person.

## 20- Common Reporting Standard (CRS) Requirements

The Mauritian Government has committed and will continue to commit to several inter-governmental agreements for the automatic exchange of financial account information developed by the OECD, known as Common Reporting Standard (CRS). This initiative aims to share tax information, where applicable, with the tax authorities in other jurisdictions. The requirement to collect specific information about each Client's tax arrangement is mandated by the Mauritian legislation and Financial Institutions are legally obliged to collect this information. All Clients are requested to disclose their tax ID (where applicable) and tax The Mauritian Government has committed and will continue to commit to several inter-governmental agreements for the automatic exchange of financial account information developed by the OECD, known as Common Reporting

Standard (CRS). This initiative aims to share tax information, where applicable, with the tax authorities in other jurisdictions. The requirement to collect specific information about each Client's tax arrangement is mandated by the Mauritian legislation and Financial Institutions are legally obliged to collect this information. All Clients are requested to disclose their tax ID (where applicable) and tax residencies, this information will be reported to the relevant tax authorities if and when required. Furthermore, it is important to note that the CFI does not provide tax advice to its clients, therefore if you have any questions about determining your tax residence status in any particular country, please contact your tax adviser or the local tax authority.

In terms of declaring tax residency, please be aware that self-certification is required for the validity of the standard for automatic exchange of Financial Account information in tax matters by the account holder. This information will include, among other things, their jurisdiction(s) of tax residence and respective Tax Identification Number (TIN).

Additionally, the Client acknowledges that the information contained in the online form may be disclosed to the Mauritian tax authorities who may exchange it with tax authorities of another country or countries in which the Account Holder may be tax resident pursuant to intergovernmental Agreements to exchange financial account information. By declaring this, the Client confirms that all statements made in this declaration are, to the best of their knowledge and belief, correct and complete. Moreover, the Client agrees to inform CFI within 15 days of any change in circumstances affecting your tax residency status or causing the information provided herein to become incorrect.

They are also required, to provide CFI with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

The Client bears full responsibility for the accuracy of the information provided regarding their tax residency, TIN and permanent address. Furthermore, if the Client experiences any updates in their CRS status in the future, they are kindly requested to promptly inform CFI International Ltd. The Company will be responsible for the information provided directly by the client.

## **21- Interest**

You will pay interest to us on any sums due in respect of any Transaction and any other general account fees (for example, market data fees) that you fail to pay on the relevant due date. Interest will accrue on a daily basis from the due date until the date on which payment is received in full, at a rate equivalent above the applicable central bank's base rate from time to time plus 8% and will be payable directly on demand.

## **22- Waiver**

Our failure on one or more occasions to enforce or exercise our right to insist on timely payment (including our right to insist on immediate payment of Margin) will not be considered a waiver or a bar to the enforcement of that right.

## **23- Default and Default Remedies**

- 1) Each of the following constitutes an 'Event of Default':
  - a. Failure to make any payment (including any payment of Margin) to us or to any Associated Company of ours immediately when it becomes due;
  - b. Failure to perform any obligation due to us;
  - c. Any Transaction or combination of Transactions or any realised or unrealised losses on any Transactions or combination of Transactions opened by you resulting in your exceeding your net amount funded with us or any credit or other limit placed on your dealings;
  - d. Death or your incapacity if you are an individual.;
  - e. Initiation of proceedings for bankruptcy (if you are an individual) or for winding-up or appointment of an administrator or receiver in respect of you or any of your assets (if you are a company, trust or partnership) or making an arrangement or composition with your creditors.
  - f. Any representation and warranty made by you in this agreement, including but not limited to the representations and warranties in terms 8 and 25, is or becomes untrue.
  - g. Inability to pay debts as and when they fall due; or
  - h. any other circumstance where we reasonably believe that it is necessary or desirable to take any action to protect ourselves and our clients in accordance with Term 23 (2).
  
- 2) If an Event of Default occurs in relation to your account(s) with us or any account(s) held by you with an Associated Company of ours, we may, at our absolute discretion, at any time and without prior notice to:
  - a. close, part-close or amend all or any of your Transactions at a Closing Level based on the prevailing quotations or prices in the relevant markets or, if none, at levels we consider fair and reasonable. We may also delete or place any Order on your account with the aim of reducing your exposure and the level of Margin or other funds owed by you to us;
  - b. convert any Currency balances on your account into another Currency;
  - c. exercise rights of set-off under, retain any funds, investments (including any interest or other payment payable thereon) or other assets due to you, and sell them without notice at such price and in such manner as we, decide, applying the proceeds of sale and discharging the costs of sale and the sums secured under this Term;
  - d. charge you interest on any outstanding amount due, accruing from the close of business on the date when amount first become due until the actual date of payment. The interest rate applied will not exceed 8% above the prevailing base rate set by the applicable central bank from time to time;
  - e. close all or any of your accounts held with us, regardless of their nature. In such cases we will, remit any outstanding funds owed to you and any rights under Term 23 (2) and we may refuse to enter into further Transactions with you.
  - f. In the event of death of the Account Holder, the following additional measures should be adopted:

- Official confirmation that the client passed away should be sought, for instance, a certificate of death or a letter of confirmation from a Lawyer;
  - Once the above confirmation is received, then the clients balance should be transferred to the person inheriting his funds/ family member;
  - The recipient, whether an individual or family member inheriting the funds, must provide an acknowledgment stating that they have received the exact amount as a full and final settlement from the Company and that they have no further claims against the Company.
- 3) We reserve the right to take action under Term 23 (2) without prior notice to you, and you hereby consent to this arrangement.
  - 4) In the event that you fail to meet a demand for Margin or exceed any credit or other limit set on your account, we may at our discretion choose to allow you to continue to trade with us, or allow your open Transactions to remain open. However, this decision will be contingent upon our assessment of your financial situation. You may be required to promptly deposit significant additional margin based on the margin level to uphold your investment. Failure to provide the additional funds within the specific timeframe, may result in the closure of your investment at a loss for which you will be liable for any resulting deficit. If you fail to meet the margin call within the designated timeframe or in the Company's absolute discretion, we reserve the right to begin closing positions starting from whichever position we deem preferable when the margin falls below the Margin Call level, Additionally, we, we may automatically close all positions at Market Prices if the balance on you incurs a floating loss of open positions marked to market. Please refer to our Order Execution Policy for further details.
  - 5) You understand that if we permit you to continue trading or allow your open Transactions to remain open under Term 23 (4), this may lead to further losses on your part.
  - 6) You acknowledge and consent that, when closing out Transactions under this Term 23, it may be necessary for us to 'Execute the order. Consequently, your Transaction may be closed out in segments at varying bid prices (for Sells) or offer prices (for Buys), resulting in an aggregate closing level for your Transaction that could lead to additional on your account. You recognize and agree that we bear no liability to you for any such partial executions of your Transactions.
  - 7) You acknowledge and accept that in certain circumstances closing out your Transactions may result in a deficit on your account that cannot be avoided. This might, for example due to adverse market movements resulting in a market gap, where the best available price to close your order would incur a greater total loss than your net funding. In such instances, we will directly close out your positions, and you will be required to immediately settle any negative balance. You accept that we will apply an interest equivalent to the applicable central bank's base rate from time to time plus 8% for any delay to settling the deficit.

## 24- Client Money

- 1) If you are classified not as a Market Counterparty client:
  - a. We will handle all funds received from you or held by us on your behalf in compliance with the FSC's Client Money Provisions. Consequently, such funds will be segregated from our own funds, and in the event of our insolvency, winding up or other Distribution Event (as defined in the FSC Rules), these funds will be subject to the FSC's Client Money Distribution Rules.
  - b. We may maintain client funds in a designated client bank account located outside Mauritius. Additionally, we reserve the right to hold client funds in a designated client bank account with another entity within our group.

- c. We may authorize a third party, such as an exchange, a clearing house or an intermediate broker to hold or control client funds for the purposes of a transaction on your behalf with that person/entity; or to fulfil any of your obligations requiring collateral for a transaction.
  - d. By agreeing to these terms, you authorise us to transfer client funds to a third party to fulfil any obligations outlined in (b) including covering any unrealized losses for open positions in your account with us and providing margin to maintain open positions.
  - e. The legal, insolvency and regulatory framework as well as market practices governing any such bank may differ from those in Mauritius. In the event of the insolvency or any other similar failure of that bank, your funds may be treated differently from how they will be treated if held with a bank in Mauritius. We shall not be liable for the solvency, actions or omissions of any bank or other thirdparty holding funds under these Terms.
- 2) If you are classified as a Market Counterparty and unless confirmed to you, and agreed by you in writing otherwise, we may not apply the same measures applicable to other Clients as outlined in 23 (1) with regard to your funds held with us. In this case:
  - a. the protections conferred by the Client Money Provisions for clients in other categories do not apply to your client Money;
  - b. Consequently, (a), your funds may be commingled with funds belonging to us, and may be utilized by us in the course of our operations;
  - c. in the event of our insolvency, winding up or other Distribution Event stipulated by the FSC:
  - d. Your Funds will be subject to and distributed in accordance with the FSC Client Money Distribution Rules;
  - e. By agreeing to our General Terms and Conditions you acknowledge the disclosures made in 23(2) above.
- 3) In case your account is not dormant or inoperative as per these terms & conditions, we may pay interest on money which is held by you with us and not used for trading or exceeding the required margin to maintain your open positions (your free margin). The Interest payable will be decided in consideration of relevant factors including but not limited to prevalent market interest rate scenarios. The standard rate of such interest payable or any change to it will be placed on our website. CFI may at its discretion notify you separately of any changes of these rates.
- 4) You retain the right to withdraw any of your funds not allocated to meet an obligation, by providing an instruction to us. Funds will be returned solely to their originated source. We reserve the right to decline a withdrawal request if deemed necessary and where feasible We will communicate with the reasons for such cancellations.
- 5) Transfer of funds between sub accounts for negative balance: The Client acknowledges and agrees that the Company reserves the right without prior consultation with the Client to transfer funds between the Client's accounts if any account displays a negative balance. This applies to both the main account any sub-account held by with the Company.

## 25- Indemnity and Liability

- 1) You agree to indemnify us, and hold us harmless on demand, from all liabilities, losses or costs of any kind incurred by us directly or indirectly due to your failure to fulfil any obligations under this Agreement, in connection with any Transaction or arising from any false information or declaration provided to us or to any third party, including Exchanges. You acknowledge that this indemnity covers our legal and administrative costs and expenses incurred in pursuing any legal or investigative action against you, or engaging debt collection agencies, to recover amounts owed to us.
- 2) To the fullest extent permitted by law, you agree to indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and/or costs resulting from or arising out of any act or omission by any person accessing your account using your designated account number and/or password, whether or not such access was authorised by you.
- 3) You agree that we shall not be liable for any direct, indirect, special, incidental, punitive or consequential damages arising from any act or omission of ours under this Agreement, this includes, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, and loss of goodwill or reputation.
- 4) The Company affirms that its responsibility is limited solely to its officially announced and authorized website. It shall bear no legal or financial liability in the event that you are subjected to fraud or deception by individuals or entities falsely claiming affiliation with the Company or using websites, pages, or applications that unlawfully display the Company's logo or trade name.

You are solely responsible for ensuring that you deal only through the Company's official website. Any other source shall be considered unauthorized.

CFI confirms that it only provides execution services for trading orders placed by you. Any information, reports, opinions, comments, or other materials you receive directly from CFI, any of its employees, or through analytical tools provided by the Company are to be treated as non-binding investment insights. These do not constitute guaranteed advice and should not be relied upon as the basis for your trading decisions.

You agree to conduct your own independent research and refer to external sources prior to executing any trades.

You acknowledge that CFI shall not be held liable for any losses, damages, or missed opportunities, including but not limited to loss of profits, that may arise—directly or indirectly—from using or relying on information provided by the Company or its staff.

No content, report, or statement issued by the Company shall be interpreted as a promise, representation, or guarantee of profit, or as a safeguard from or limitation of losses.

Additionally, the Company disclaims all responsibility for any advertisements or promotions not issued by the Company itself. CFI is only responsible for its own official marketing and advertising content.

The Company also disclaims liability if you are exposed to fraud or deception by individuals who falsely claim to represent CFI or use webpages containing the Company's logo or trade name.

Moreover, the Company shall not be responsible for bank accounts and/or electronic wallets not owned by it, in the event you make deposits into such accounts or wallets.

## 26- Market Abuse

- 1) We reserve the right to hedge our liability to you by opening analogous positions with other institutions or in the Underlying Market. By doing so, when you open or close a Transaction relating to a share or other Instrument with us, your Transactions may influence the Underlying Market for that Instrument, in addition to impacting our own prices. This creates a potential for a market abuse and the purpose of this Term is to prevent such abuse.
- 2) You represent and warrant to us, and agree that each such representation and warranty is deemed repeated each time you open or close a Transaction, that:
  - a. you will not open and have not opened a Transaction or Transactions with us relating to a particular share price if doing so would result in you, or others with whom you are acting in concert together, having an exposure to the share price that is equal to or exceeds the amount of a declarable interest in the relevant company. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) on which the underlying share is listed;
  - b. you will not open and have not opened a Transaction with us in connection with:
    - i. a placing, issue, distribution or other analogous event; or
    - ii. an offer, take-over, merger or other analogous event, in which you are involved or otherwise interested; and
  - c. you will not open and have not opened a Transaction that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. For the purposes of this clause, you agree that we may proceed on the basis that when you open or close a Transaction with us on a share price, you may be treated as dealing 'in an investment or a related investment' within the meaning of the FSC Markets Rules (MKT).
- 3) In the event that (a) you open any Transaction in breach of the representations and warranties given in this Agreement, or (b) we have reasonable grounds for suspecting that you have done so, we may, at our absolute discretion and without being under any obligation to inform you of our reason for doing so, close that Transaction and any other Transactions that you may have open at the time and also, at our absolute discretion:
  - a. enforce the Transaction or Transactions against you if it is a Transaction or Transactions under which you have incurred a loss; or
  - b. treat all your Transactions closed under this clause as void if they are Transactions under which you have secured a profit, unless and until you produce evidence that satisfies us that you have not, in fact, committed the breach of warranty and/or misrepresentation the suspicion of which was the ground for closing your Transaction(s). For the avoidance of doubt, if you do not produce such evidence within the period of six months from the date on which such Transaction was opened, all such Transactions will be finally null and void as between you and us.
- 4) You acknowledge that the Transactions in which you deal with us are speculative instruments and you agree that you will not open any Transactions with us in connection with any corporate finance style activity.

5) You acknowledge that it would be improper for you to deal in the Underlying Market if the sole purpose of such a transaction was to impact on our bid or offer prices, and you agree not to conduct any such transactions.

#### **6) Misuse of Trading / Abusive Trading Practices**

Abusive trading includes engaging in opposite-direction trading across multiple accounts or trading just before economic news releases or market closures.

**“Opposite-direction trading”** refers to executing trades in contradictory directions (e.g., Buy and Sell) across more than one account, whether the accounts belong to the same user, are accessed from the same device or IP address, or from different devices, IPs, or individuals. If the Company, in its sole discretion—even without direct evidence—suspects that these trades are linked, they will be considered potentially coordinated or abusive.

In such cases, the Company and/or the foreign broker shall have the right to cancel any trades suspected of being abusive, whether such trades are open or closed. The Company may also cancel any withdrawal requests and reclaim any previously executed withdrawals in order to settle any outstanding balance resulting from such cancelled trades. The Company also reserves the right to immediately close the Client’s account.

Furthermore, the Company and/or the foreign broker has the right to cancel any trades placed by any Client prior to economic news or market closures if it suspects—without the need for proof— that the Client is engaging in such trading with the intent of benefiting from favorable market movement post-announcement or post-reopening, while avoiding responsibility for losses resulting from unfavorable movement due to the use of leverage.

In such cases, the Company may cancel all such trades (whether closed or open), reject and reverse any withdrawal requests, and recover withdrawn amounts for settlement purposes. The Company may also immediately terminate the Client’s account.

**If any abusive trading behaviour or techniques are identified within a clients’ trading account, the Company reserves the right to take the following actions:**

- i. restrict or delay Client’s execution and/or access to the Trading Systems;
- ii. submit a suspicious transaction and order report to FSC and/or
- iii. terminate the account immediately pursuant to the provisions of termination clause of this Agreement.

## **27- Corporate Actions**

By accepting this Agreement, you agree and acknowledge that the Company is not obliged to notify You of any corporate actions, or to exercise any of your rights in connection with a corporate action (such as dividends rights issue, bonus, share split, takeover, merger), unless explicitly agreed otherwise in writing or if required by Governing Legislation.

## **28- Representation at Shareholder Meetings**



It shall be noted that CFI will not represent the Client at shareholder's meetings

## 29- The General Data Protection Regulation (GDPR)

The General Data Protection Regulation (GDPR), enforced since May 25, 2018, establishes consistent data protection rules across Europe. It applies to companies within the EU and global entities that handle personal data of EU individuals. While building on existing EU data protection principles, the GDPR introduces stricter rules, higher consent standards for certain data types (such as personal data, proof of identification, proof of residency, signatures, cardholders, etc.), and enhances individuals' rights regarding data access and portability. Moreover, it grants significant authority, empowering supervisory authorities to impose fines of up to 4% of a company's global annual revenue for certain violations. CFI is fully committed to this legislation and has appointed a Data Protection Officer (DPO) to oversee related matters. For inquiries or to exercise your legal rights, please contact the DPO at [dpo@cfi.trade](mailto:dpo@cfi.trade). For more information, please consult the Company's Privacy Policy available in the Regulatory section of the Website <https://cfi.trade>. We would like to remind you that if you disagree with data sharing, you have the right to terminate your collaboration with CFI at any time.

## 30-Confidential Information, Back-Up and Records

- a. The Company and the Client agree to maintain the confidentiality of any information obtained during their trading relationship, both during and after its termination. It is agreed that neither party will use any Confidential Information for purposes other than trading without the prior written consent of the other party, except under the following circumstances:
  - i. This information was already public knowledge or known to the disclosing party at the time of disclosure; or
  - ii. This information becomes a public knowledge through means other than by breach of these terms and conditions; or
  - iii. This information lawfully comes into the possession of the receiving party from a third party.
- b. Either party may disclose such information as necessary due to a Court order or when required by Regulatory or Supervisory Authorities of Mauritius Investment Firms or under Mauritius or EU law.
- c. The Company will collect and handle any personal data of the Client in accordance with relevant Laws and Regulations for the protection of Personal Data. Client Records will be retained for a minimum of five (5) years after termination of the contractual arrangement between the two parties, with the option to extend this up to seven (7) years if required by the Commission. All electronic data is backed up onto removable hard disk every 24 hours, which is then securely stored off-site in a fire-proof location.
- d. The Company may grant a Business Finder, who has entered into a Business Finder Agreement with CFI, limited access to certain trading activities related only to the clients referred by them. Such access will be strictly limited to non-personal trading activity data and will not extend to personal client data. The Business Finder is prohibited from engaging in any trading activities on behalf of the client and is not entitled to access any personal or sensitive information of the clients. By entering into this Agreement, the Client consents to the Company providing the Business Finder with access to relevant trading activities related to the Client, in accordance with the terms outlined above.

## 31- Credit

Details of any credit arrangement available to you are or will be provided in separate correspondence and will be subject to specific terms, conditions and limits. We reserve the right to modify any credit arrangements. Details of any credit arrangement available to you are or will be provided in separate correspondence and will be subject to specific terms, conditions and limits. We reserve the right to modify any credit arrangements agreed with you at any time. You acknowledge that dealing with us on credit, neither any limit set on your account nor any amount of margin you have paid puts any limit on your potential losses in respect of a transaction. You agree that your financial liability to us may surpass any credit or limit set on your account and you are obliged to repay any deficit incurred on your account.

## 32- Force Majeure Events

- 1) In our reasonable judgment, we may determine the existence of an emergency or an exceptional market condition referred to as a 'Force Majeure Event', and will take reasonable steps to notify you accordingly. A Force Majeure Event includes, but is not limited to, the following:
  - a. any act, event or occurrence (such as strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, disrupts the orderly market in one or more of the Instruments we typically deal with in Transactions;
  - b. Suspension, closure, abandonment, or failure of any market event on which we base our quote, or the imposition of limits or special or unusual terms on trading in such market or event;
  - c. Excessive movement in the level of any Transaction and/or the Underlying Market or our reasonable anticipation (of such movement);
  - d. Breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
  - e. failure of any relevant supplier, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, to perform its obligations for any reason.
- 2) If we determine the existence of a Force Majeure Event, we may, at our absolute discretion, without prior notice and at any time, take one or more of the following steps:
  - a. increase your Margin requirements;
  - b. increase spreads;
  - c. reject new orders on all or certain pairs and cancel any limit or stop orders;
  - d. close all or any of your open Transactions at such Closing Level as we reasonably believe to be appropriate;

- e. suspend or modify the application of all or any of the Terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Term or
- f. Terms in question; or
- g. alter the Last Dealing Time for a particular Transaction.

It is important to note that a Force Majeure Event is beyond our control, and we cannot be held accountable for its repercussions. By using our app for trading financial instruments, you agree to accept the associated risks of a Force Majeure Event and release us from any liability whatsoever in such circumstances.

Neither party shall be held liable for any losses arising from unforeseeable events occurring after the agreement takes effects, nor for any losses not resulting from a breach of the terms outlined in the agreement. Any reliance on the information provided on the application or the use of the application itself is entirely at the client's own risk.

### 33- Swaps

- 1) You acknowledge that positions held overnight, will incur a swap charge, which varies based on the underlying asset and whether you are holding a long or positions. This swap charge may result in either a payment from you to us or from us to you.
- 2) Swap charges are subject to regular change and you can obtain information about them from our staff. Different swap rates will apply to long and short positions.
- 3) For certain Expiry Transactions, our quote (which is based on the Underlying Market) will include an interest component.
- 4) The Company may offer accounts to its clients where no Swap charges are applied. However, this is conditional upon positions not being held open for more than two days if the swap charge would have been paid by the client. In exchange, the client will not earn any swaps on their positions. You acknowledge if you hold a position for more than two consecutive days on such an account, we reserve the right at our sole discretion to retroactively debit Swap amounts that would have otherwise been debited to your account on these positions. The Swap amounts debited will be assessed by based on what our providers and/or competitors' debit to their clients' accounts on similar positions. We are not obliged to credit any amounts back to the client.

### 34- Queries, Complaints and Disputes

- 1) Any queries should be directed to our staff. Unresolved queries and complaints are handled by our compliance department. If you have any unresolved query or complaint, please request our customer complaint form, or send an official letter to our registered address to the Attention of the CEO or to the dedicated email [complaints.ma@cfi.trade](mailto:complaints.ma@cfi.trade). You shall receive confirmation of receipt shortly after we receive your letter or email. If you do not receive a confirmation of receipt, you can assume that your letter or email was not received by us for any reason. Please resend your complaint and contact us in this case.
- 2) Without waiving any of our other rights to close a Transaction under this Agreement, in any instance where we are in dispute with you regarding a Transaction or alleged Transaction or any communication related to a Transaction, we reserve the absolute discretion and without notice, close any such Transaction or alleged

Transaction. This action is taken where we reasonably believe such action to be advantageous for limiting the maximum amount involved in the dispute. We shall not be obliged to you regarding any subsequent movement in the level of the Transaction concerned. If we close one or more of your Transactions under this Term, such action will not prejudice our right to assert that such Transaction had already been closed by us or was never opened by you in the first place. We will make reasonable efforts to promptly inform you of such an action after its occurrence. In cases where we close a Transaction or alleged Transaction according to this provision, the closure will not prejudice your rights:

- a. to seek redress or compensation for any loss or damage suffered in connection with the disputed or alleged Transaction or communication, prior to the closing; and
- b. to open a new Transaction subsequently, provided it complies with this Agreement. For calculation purposes of any relevant limits or required funds from you, it will be considered that our perspective of the disputed events or communication is accurate.

### 35- Whistleblowing & Misconduct Reporting

Credit Financial Investment for Financial Brokerage LTD Company upholds the highest standards of integrity, transparency, and regulatory compliance in all aspects of its operations.

If you are aware of, or reasonably suspect in good faith, any act involving fraud, attempted fraud, corruption, bribery, collusion, breaches of applicable laws, regulations, or supervisory obligations, violations of professional duties, misuse of client assets, conflicts of interest, financial or accounting irregularities, or any other improper, unethical, or non-compliant conduct contrary to the Company's policies and procedures, you are encouraged to report such matters through the following email:

[whistleblowing.ma@cfi.trade](mailto:whistleblowing.ma@cfi.trade)

All reports will be handled with strict confidentiality, reviewed objectively, and addressed in accordance with the Company's established internal procedures.

The Company recognizes and values such disclosures as an essential component of its approved Internal Policy, aimed at strengthening integrity and sound management

### 36- Language

The Client acknowledges and agrees that the official business languages of the Company are English and French and that comprehensive information about the services provided by the Company is displayed on the Website of the Company. It is important to note that this Agreement is made in English and all communications will be conducted in English throughout the duration of the Agreement. In case of differences between this document and any translation of it, the English version always prevail.

### 37- Amendment

We may amend this Agreement and any arrangements made hereunder at any time. You will be considered to have accepted and agreed to the amendment unless you notify us to the contrary within 10 business days of the date of our amendment. If you do object to the amendment, it will not be binding on you, but your account will be suspended and you will be required to close your account as soon as is reasonably practicable. Any amendment to this Agreement will come into effect on the date specified by us in accordance with Term 12(10).

Any amended agreement will supersede any previous agreement between us on the same subject matter and will govern any Transaction entered into after, or outstanding on, the date the new edition comes into effect.

### 38- Social Media Platforms

We at CFI would like to bring to your attention that the products and services promoted on our channel and social media platforms are at the CFI group level, in all countries worldwide, and may vary based on your place of residence, jurisdiction of which the country you are residing in, and the location of our entity where your account is being opened. It's imperative to note, and which is known by you, that due to regulatory requirements, local laws, or other factors, of such a country, the services, the legal and regulatory procedures we offer may differ from country to country. As our esteemed client, you know with certainty that it's your responsibility to ensure that the services you seek are available, legal, legitimate and permitted in your jurisdiction. We encourage you, inform you of the necessity to verify the legality and availability of specific services by reaching out to us directly. While we strive to provide consistent services across our entities, variations may occur to comply with local regulations. We want to ensure transparency and clarity in our dealings with you, and hence, we advise you to seek clarification if you have any concerns regarding service availability. For any inquiries or assistance, please do not hesitate to contact us through the channels provided on our official website or to contact your account manager at CFI.

The Company fully disclaims any legal responsibility for any communication or interaction conducted through social media platforms by any party that claims, whether directly or indirectly, and without official authorization or legal basis, to represent the Company or any of its employees. The Client acknowledges that the Company shall not, under any circumstances, be held liable for any damages or losses, whether direct or indirect, material or moral, that may result from such impersonation or from reliance on such false claims.

The Company emphasizes the obligation of Clients to refrain from engaging with any parties or accounts not listed among the official and approved channels for communication, information, and services.

Please be advised that the following platforms are the only official and approved channels for communication, information, and services related to the company:

- Official Website: <https://cfi.trade/en>
- Official Instagram Page: <https://www.instagram.com/cfigroup.en>
- Official Facebook Page: <https://www.facebook.com/cfigroup.en>
- Official LinkedIn Page: <https://www.linkedin.com/company/cfi-financial-group>
- Official Twitter Page: [https://twitter.com/cfigroup\\_en](https://twitter.com/cfigroup_en)
- Official YouTube Channel: <https://www.youtube.com/@cfigroup-en>
- Official Threads Page: <https://www.threads.net/@cfigroup.en>
- Official Telegram Page: <https://t.me/cfimarketupdates>
- Official TikTok Page: <https://www.tiktok.com/@cfigroup.en>

The Company disclaims all liability for any content, information, communications, or transactions conducted through any websites or social media accounts that are not officially affiliated with the channels listed above.

Clients and users are hereby cautioned against interacting with any platforms or pages claiming to represent the Company that are not included among the official platforms. We strongly recommend always verify links and authorized accounts to ensure the accuracy of information and the confidentiality of data.

### 39- Miscellaneous

- 1) We reserve the right to Suspend any or all accounts you hold with us at any time. If we Suspend your account(s), it means that: you will generally not be permitted to open any new Transactions or increase your exposure under your existing Transactions. However, you will be permitted to close, part close or reduce your exposure to us under your existing Transactions. Additionally, you will no longer be permitted to trade with us via our Electronic Trading Service, instead you will be required to trade with us via the phone. We also reserve the right to Suspend a specific Transaction that you have open with us. If we Suspend a Transaction, it means that: you will generally not be permitted to increase your exposure to us under the Suspended Transaction but you may be permitted to close, part close or reduce your exposure to us under the Suspended Transaction; in relation to the Suspended Transaction, you will no longer be permitted to deal with us via our Electronic Trading Service, rather you will be required to deal with us via the phone.
- 2) Our rights and remedies under this Agreement will be cumulative, meaning that our exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy. Our failure to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.
- 3) We reserve the right to assign the benefit and burden of this Agreement to a third party, in whole or in part, provided that any assignee agrees to abide by the Terms of this Agreement and subject to the approval of the FSC. Such assignment will come into effect 10 business days following the day you are deemed to have received notice of the assignment in accordance with Term 11(10). You agree that you may not assign the benefit and burden of this Agreement, whether in whole or in part, to any third party without our prior written consent.
- 4) For the avoidance of doubt, unless otherwise agreed by us in writing, a person who is not a party to this Agreement shall have no rights to enforce any terms of this Agreement.
- 5) You acknowledge and agree that the copyrights, trademarks, database and other property or rights in any information distributed to or received by you from us (including, but not limited to, our prices), together with the contents of our website(s), brochures and other material connected with our dealing service and in any database that contains or constitutes such information, will remain the sole and exclusive property of ours or any third party identified as being the owner of such rights.
- 6) If any Term (or any part of any Term) is held by a court of competent jurisdiction to be unenforceable for any reason then such Term will, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement will not be affected.
- 7) Our records, unless proven to be incorrect, will be considered evidence of your dealings with us in connection with our services. 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. You also acknowledge that you are responsible for complying with your record-keeping obligations, although records may be made available to you on request at our absolute discretion.
- 8) In case where you are introduced to the Company from an Associated Company, the latter may request a view only access to your details from the Company and such access will be provided without a prior consent from you.

## 40-Termination

- 1) This Agreement and any arrangements herein may be terminated by either party upon providing written notice of termination to the other party.
- 2) If you decide to terminate, we will close any open positions promptly upon receiving your termination notice and having sufficient time to act on it. A final account statement will be made available accordingly.
- 3) You agree not to hold us liable for any loss due to the delay in closing your positions and withdrawing any amounts before sending us any such notice. Any termination will not affect any obligations already incurred by either party regarding outstanding Transactions or any legal rights or obligations already arisen under this Agreement or any transactions made thereunder.

**Furthermore, the Company reserves the right to terminate this Agreement without notice in the following cases:**

- i. Upon the Death of the Client
- ii. Upon the issuance of an application, order, resolution, or other announcements in relation to bankruptcy or winding up proceedings that involve the Client.
- iii. If the Client violates any provision of this Agreement or any other agreement with the Company.
- iv. Upon instructions of a regulatory body.
- iii. If the Client engages in any types of fraud involving the Company.

## 41- Governing Law

- 1) These terms shall be governed by, and construed in accordance with, the laws of the Republic of Mauritius.
- 2) Regarding any Proceedings, each Party irrevocably (i) agrees that the courts of Mauritius shall have exclusive jurisdiction to determine any Proceedings and irrevocably submits to the jurisdiction of the Mauritius Courts and (ii) Each party also to the bringing of any Proceedings in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court lacks jurisdiction.
- 3) Each Party irrevocably waives to the fullest extent permitted by applicable law, any immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any courts, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permitted by applicable law that it will not claim any such immunity in any Proceedings. Each Party consents generally in respect of any Proceedings to the giving of any relief or the issue 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.
- 4) If you are an individual client living outside the Republic of Mauritius, or a company registered outside the Republic of Mauritius, you accept that we may file any claims we have against you in the country where you are living/registered.

## 42- Privacy

- 1) By opening an account with us and engaging in Transactions, you acknowledge that you will be providing us with personal information. You consent to us processing all such information for the purposes of performing the contract and administering the relationship between you and us. You consent to our processing or disclosing such information in accordance with our Privacy Policy as published on our website(s) as may be updated from time to time.
- 2) You authorise us, or our agents acting on our behalf, to conduct necessary or desirable credit and identity checks, including requesting a reference from your bank as needed. You agree to assist us in obtaining such a reference when necessary. You acknowledge and agree that this process may involve sending your personal information to our agents, who may be located within or outside the Mauritius. Furthermore, you agree that we furnish relevant information concerning you or your account to any person who we believe to be seeking a reference or credit reference in good faith.

## 43- Market Commentary

The Company shall not be responsible for any loss arising from any investment decisions made based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this website are offered as general market commentary, and not considered as investment advice.

The Company will not be held liable for any loss or damage, including without limitation to, any loss of profit, arising directly or indirectly from the use of or reliance on such information. The contents of any report provided should not be interpreted as an express or implied promise, as a guarantee or implication that clients will profit from the strategies herein, nor should they be construed as a guarantee that losses in connection with these strategies can, or will be limited.

## 44- Risk Disclaimer for CFI Trading Application

The present Risk Disclaimer for CFI Trading Application (“Disclaimer”) applies to any transaction conducted by the Client using the application designated by CFI (“Application”) and/or any other application and/or website and/or software and/or platform adopted by CFI (“Application” “application”).

The undersigned individual or entity accepting the information outlined in this Risk Disclaimer, whether electronically via the application or in writing, may hereinafter be referred to as the “Client” or “You.” CFI may hereinafter be referred to as “CFI,” “We,” or “Us. Please note that our trading application for financial instruments carries inherent risks, including trading risks, network risks, and force majeure events. Trading in financial instruments is highly risky and may not be suitable for all investors. Clients should carefully consider the possibility of incurring significant losses before investing. Technical and other factors beyond our control, such as internet connectivity and server downtime, may affect the application’s performance.

**SPECIFIC RISKS, WITHOUT LIMITATIONS, RELATED TO THE USE OF THE APPLICATION INCLUDE:**

**TECHNICAL RISKS:** The performance of the application may be affected by technical issues including but not limited to software bugs, system failures, network outages, network congestion ineffectiveness, slowness and/or pressure in the network and/or any other technical glitches. Clients should be mindful of these technical risks associated with using the application and ensure the security and reliability of their devices and internet connections.

**CYBERSECURITY RISKS:** The application may be vulnerable to cybersecurity threats, including but not limited to hacking, phishing, and other malicious activities. Clients should be aware of the cybersecurity risks and take necessary precautions to safeguard their personal and financial information while using the application.

**COMPATIBILITY RISKS:** The application may not be compatible with all devices and operating systems, potentially impacting its functionality and performance. Clients should verify that their devices meet the application's minimum requirements before use.

**THIRD-PARTY RISKS:** The application may rely on third-party services such as but not limited to data providers, market makers, and payment processors. The reliability and quality of these thirdparty services may affect the application's performance and functionality. Clients consider the risk associated with third-party risks services used by the application.

Clients should understand that the use of our trading application is entirely at their own risk. CFI assumes no liability and/or responsibility for any issues arising from the Client's usage of the application. We do not provide any guarantees or warranties regarding the accuracy, reliability, or completeness of the information provided on the application, nor do we guarantee the availability, reliability, or security of our trading platform. Clients should seek professional advice before making financial decisions and carefully consider their financial situation and risk tolerance.

Users accept full responsibility for any risk associated with using the application, as permitted by applicable laws and regulations. CFI, along with its owners, stakeholders, employees, officers, and affiliates, disclaims any liability for direct, indirect, incidental, special, consequential, or punitive damages arising from or related to:

- i. Use or misuse of the application or its content.
- ii. Inability to access or use the application or its content.
- iii. Loss or corruption of data or information submitted via the application.
- iv. Any communications or services provided by or requested from CFI via the application. In conclusion, clients are advised to seek professional advice before making any financial decisions and to carefully assess their financial situation and risk tolerance. By using our application for trading financial instruments, the Client acknowledges and agrees to release CFI from any claims for direct, indirect, consequential, incidental, and/or special losses that may arise from such use. These losses may include, but are not limited to, trading risks, network risks, force majeure events, technical risks, cybersecurity risks, compatibility risks, and third-party risks. The limitations and exclusions outlined in the agreement apply regardless of whether CFI, its employees, or affiliates were aware of any losses incurred or claims made against CFI.

**INDEMNITY:** The client agrees to indemnify CFI and hold CFI harmless from any losses, damages, or expenses incurred as a result of the use of the application. By using our trading application for financial instruments, you agree to indemnify us against any damages or losses incurred as a result of your actions. You are responsible for indemnifying us against all liabilities, costs, expenses, damages (including reputational), and losses

(including but not limited to any direct, indirect or consequential losses), as well as all interest, penalties, and professional costs and expenses incurred by CFI as a result of:

- a. Your breach of the Agreement;
- b. Providing false or misleading information to CFI; and/or
- c. Enforcing the Agreement.

CFI shall not be responsible for any failure to access the software and/or CFI trading platform or any loss or damage resulting from the transmission of information over any network, including but not limited to the internet.

## 45- No Tax, Accounting, Legal or Market Advice

You acknowledge that CFI does not provide any tax, accounting or legal advice of any kind to you. CFI does not offer advice or opinion regarding the profitability, suitability or potential value of any particular transaction or investment strategy. You further acknowledge that any investment research ("Market Information") provided to you by us or any Correspondent clearing through CFI does not constitute an offer to sell or to buy any Securities or other property. While derived from sources believed to be reliable, CFI makes no representation, warranty or guaranty as to, and shall not be responsible for, the accuracy or completeness of any information furnished to you. CFI makes no representation, warranty or guaranty with respect to the tax consequences of your transactions. You assume the risk of relying on Market Information and hereby indemnify and hold the CFI Parties harmless from any and all claims, demands, losses, damages or expenses the CFI Parties may incur as a result of your use of Market Information. You agree that any investment decisions and transactions you make will be based solely on your own evaluation of your financial circumstances and investment objectives and whether such decisions and transactions are suitable with respect to your investment and/ or trading strategy.

You may wish to seek independent advice regarding any Transaction you propose to Enter into under this Agreement.

You are required to rely on your own judgement in deciding to provide us with an Instruction to Deal or to refrain from doing so, as well as entering into, or refraining from entering into, Transaction. You are not entitled to ask us to provide you with financial product advice relating to an Instrument, Instruction to Deal or a Transaction or to solicit any statement of opinion to encourage you to enter into a particular Transaction. If the information provided to you pursuant to this Agreement including the clause below, is considered research, you acknowledge and agree that:

- a. this information constitutes general financial product advice only.
- b. this information has been prepared without considering your personal objectives, financial situation or needs;
- c. Therefore, before opening any Transactions, you should assess the appropriateness of the information, considering your personal objectives, financial situation and needs.

We cannot advise you on tax and, if in any doubt, you should seek your own independent advice. The tax treatment of Transactions may vary based on your personal circumstances and applicable tax legislation which is subject to change. You may also be liable for other taxes and charges that are not imposed or withheld by us. You should seek independent advice if unsure about any further taxes and charges that may apply to your trading activities.

You will be responsible at all times for the payment of all taxes due and for providing any relevant tax authority with any information relating to your dealings with us. Where we are required by law to provide information to a

tax authority this provision of information will be governed by our Privacy Policy. Any information or opinions we provide regarding the tax treatment of your dealings with us, cannot be relied upon as tax advice.

Should any change in the basis or scope of taxation occur at any time resulting in us having to withhold taxes or duties owed or payable by you in respect of any Applicable Regulations concerning your Transactions, we reserve the right to deduct the amount of any such payment(s) from your account(s) or require you to pay or reimburse us for such payment(s).

We may, at our absolute discretion, provide information:

- a. in relation to any Instrument, Instruction to Deal or Transaction about which you have inquired. This may include details regarding procedures, risks associated with the Instrument,
- b. Instruction to Deal or Transaction and strategies for risk mitigation; and by way of factual market information, however, we will not be obliged to disclose such information to you and if we choose to do so, it will not constitute financial product advice. Even if a dealer employed by us offers an opinion statement (whether upon your request or otherwise) concerning any Instrument, Instruction to Deal, or Transaction, you agree that it is not reasonable for you to rely on such statements, and they will not be considered financial product advice.

## 46- Archiving

- 1) Any account that has been open for more than one hundred eighty (180) consecutive days with no financial or trading activity shall be automatically disabled and designated as an "Archived Account."
- 2) An Archived Account may be restored upon the client's request, subject to the Company's sole discretion and completion of any required verification, due diligence, or compliance checks in accordance with applicable laws and regulations.
- 3) The Company shall retain records of all Archived Accounts in compliance with its legal and regulatory record-keeping obligations.
- 4) The Company reserves the right, at its sole discretion, to permanently close and terminate an Archived Account after a reasonable period of time, provided that such closure shall be carried out in accordance with applicable laws and regulations.
- 5) The Company shall not be liable for any loss, claim, or consequence arising from an account being archived or subsequently closed, including but not limited to delays in access, execution, or communications.
- 6) A notification shall be sent to the client's email address on record when the account is archived.

## 47- Other Terms Expiry Transactions

- 1) You have the right to close an open Expiry Transaction, or any part thereof, at any time before the last Dealing Time specified for that instrument, subject to the terms of this Agreement and any requirements we may specify regarding Linked Transactions.
- 2) Details regarding the Last Dealing Time for each Instrument will typically be provided in the Product Details. You can also request this information from our staff. It is your responsibility to familiarize yourself with the Last Dealing Time or, the expiry time for a specific product.

- 3) When closing an Expiry Transaction prior the Last Dealing Time for the Instrument, the Closing Level will be determined as follows: (i) if the Transaction is a Buy, the Closing level will be the lower figure quoted by us. (ii) if the Transaction is a Sell, the Closing Level will be the higher figure quoted by us.
- 4) If you fail to close an Expiry Transaction for an Instrument on or before the Last Dealing Time, we will proceed to close the Expiry Transaction as soon as we determine the Closing Level. The Closing Level of the Expiry Transaction will be determined as follows: (a) it will be the worse of either the price prevailing one day before the Last Dealing Time or the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Underlying Market reported by the relevant exchange including, errors and omissions. (b) It will be adjusted by any Spread or Commission that we apply when closing such an Expiry Transaction. Details regarding the Spread when closing a specific Expiry Transaction can be found in the Product Details and are available upon request. You acknowledge that it is your responsibility to familiarize yourself with f the Last Dealing Time and any applicable Spread or Commission when closing an Expiry Transaction.
- 5) We may accept standing instructions from you to automatically roll over all of your Expiry Transaction(s) to the next contract period, preventing them from expiring. Alternatively, you may ask that we accept roll instructions in respect of a specific Expiry Transaction. You acknowledge that it is your responsibility to stay informed about the next applicable contract period for a Transaction. Please note that rolling over a Transaction may result in losses on your account. Any agreement regarding the roll over is solely at our discretion. we reserve the right to decline to rollover a Transaction or Transactions, despite any instruction you have provided, if we reasonably determine, that doing so would cause you to exceed any credit or other limit imposed on your dealings with us. If we do execute a rollover, the original Expiry Transaction will be closed at or just before the Last Dealing Time and will become due for settlement. Subsequently, a new Expiry T
- 6) ransaction will be initiated, following our standard terms for closing and opening trades.

## General Provisions

- 1) We reserve the right to aggregate the instructions received from multiple clients to close Transactions. This process known as Aggregation, allows us to execute multiple instructions a single order. We may aggregate your instruction with others if we believe that this is in the overall best interests of our clients. However, aggregation may occasionally lead to a less favourable price for you. By agreeing to this, you acknowledge that we bear no liability for any such less favourable price obtained.
- 2) If you transfer funds in currencies other than the base currency of your account, additional exchange fees up a quarter of a per cent of the transferred amount may apply. We reserve the right to reject certain currencies.
- 3) You confirm that you have familiarized yourself with our systems, their features, the Products and Services we offer, the Terms and Conditions, Risks, the content of this Agreement, all our Policies and Procedures and other useful information before entering into Transaction with us.
- 4) You understand trading leveraged CFD's is highly risky and may result in losses exceeding the investment amount leading to a deficit wed to us.
- 5) You have provided us with complete and accurate information and you agree to promptly inform us of any changes to this information.
- 6) **RISK WARNING:** Please be aware that when trading or investing in transferable securities, their value can fluctuate, resulting in receiving less than your initial investment.



Please consider the risks involved before trading or investing and ensure you fully understand those risks and your exposure. You should seek independent investment advice if necessary. Past performance is not indicative of future results.

## 48- Appendix

	US Stocks – CFI Fees Schedule		
Trading Fees and Commissions	Minimum		Per/Share
	Stocks and EFTs Regular Session	\$1	\$0.005
	Pre-Market and Post-Market Trading Session	\$1	\$0.01

	Minimum
US Securities CBOE Data Level 1 Market Fees	Non-Professional \$10 / Month
	Professional \$47 / Month
Transfer Fee	Transfer fees as mentioned in the share agreement which is \$75 for Automated Customer Account Transfer Service (ACATS)

Account Maintenance & Custody Fees	Monthly Activity Fee		Monthly Minimum Fee	Waiver*
	Account Maintenance Fees	Monthly Activity Fee = 0 if monthly commissions are equal to or greater than USD 10.	If Monthly Commissions are lower Than USD 10. Standard activity fee = USD 10 – Generated Commissions.	Applies

CFI Pricing Structure			
Exchange	Commission (Bps)	Minimum Clearing Fees	Additional Fees
Qatar Exchange	26	\$11	-
Saudi Stock Exchange	17	-	-



<b>Offering</b>	<b>Options on US securities</b>
Fees	1\$ per contract
Contract size	100 shares
Exercise style	European
Direction	Long only
Products	Call & put options

\*First 12 Months from the date of opening account

**March, 2026**