Share Trading Terms & Conditions

COMPANY'S DETAILS
CFI International Ltd
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REGULATOR'S DETAILS
Financial Services Commission
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1- Introduction

CFI International Ltd (hereafter the "Company", "CFI") is a Company incorporated and registered under the laws of the Republic of Mauritius on 20 December 2018, with company number 161178. The Company is licensed by the Financial Services Commission of Mauritius, as an Investment Dealer (Full Service Dealer, excluding Underwriting) pursuant to 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.

1.1 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;

1.2 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 Instruments, where the firm granting the credit is involved in the transaction;

c. Services where these are connected to the provision of investment services; and

d. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments;

1.3 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. 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

h. Derivative instruments for the transfer of credit risk

i. Financial contracts for differences

j. 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.

2- Definitions

In these General Terms and Conditions, unless the context specifically states otherwise, the following expressions have the following meanings:

a. **"Account"** means any trading account opened by the Client with CFI International Ltd as a vehicle for carrying out transactions.

b. **"Agreement"** means any agreement between the Company or the Company and the Client any and all of which are deemed to be subject to these Terms and Conditions except where it is specifically stated otherwise in any such agreement.

c. **"Associated Companies"** means any company related to CFI Financial Group Holdings Limited

d. **"CFI"** and/or **"Company"** means CFI International Ltd, otherwise referred in this Agreement as 'we', 'us', 'our', 'ours' and 'ourselves'.

e. **"CFI Parties"** means any of the Company, its parent, subsidiaries and affiliates and any shareholder, director, officer, employee, agent or "controlling person" of any of the foregoing.

1) Account Application:
2) Securities:
3) Associated Companies

f. **"Charges and taxes"** shall mean an amount of money that a government requires people to pay according to their income, such as gain on your stocks trading

g. **"CIF"** means Mauritius Investment Dealer Firm

h. **"Client"** means any individual, firm or corporate body, which expression shall, where the context so admits, include its successors and assigns which carries out business with the Company (otherwise referred in this Agreement as 'you', 'your', 'yours' and 'yourself').

i. **"Commission"** means transaction-based fees charged by CFI

j. **"Correspondent"** means refers to a financial institution that provides services to another one. It acts as an intermediary or agent, facilitating wire transfers, conducting business transactions, accepting deposits, and gathering documents on behalf of another bank.

k. **"FSC"** and/or **"Commission"** means the Financial Services Commission of Mauritius.

l. **"Deal"** shall mean the regulated activity, which is in summary: buying, selling, subscribing for or underwriting designated investments as principal.

m. **"Electronic Trading Services"** means services of trading securities, financial derivatives or foreign exchange electronically.

n. **"Fees"** means brokerage fees, commissions, transaction fees and account charges as CFI may impose

o. **"Governing Legislation"** shall mean Mauritius Legislation, Directives, Circulars or other Regulations issued by FSC and govern the operations of CIFs and all applicable laws and rules issued within the European Union, directly enforced for investment firms as these may be in force from time to time.

p. **"Governing Regulation"** shall mean all applicable laws, rules, and regulations, including without limitation, and local laws of the Republic of Mauritius; governmental; the constitution , the Mauritius Securities and Exchange Commission 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.

q. **"Instruments"** is a means by which something of value is transferred, held, or accomplished. In the field of finance, an instrument is a tradable asset, or a negotiable item, such as a security, commodity, derivative, or index, or any item that underlies a derivative.

r. **"Law"** means the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008.

s. **"Order(s)"** means services of trading securities, financial derivatives or foreign exchange electronically.

t. **"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 margin requirement for Options is set at 100%, which means that the Client must pay the full margin equivalent to the ask price multiplied by the contract size and volume. This is commonly referred to as the premium of the contract.

CFI reserves the right to close out of money Options kept opened until expiration prior US market close by one hour.

CFI reserves the right to close in of money Options kept opened until expiration prior US market close by one hour before it is being exercised if the client does not have enough money to buy his shares at the requested strike price

The parties agree that pricing information will be subjected to a 15-minute delay. This delay is applicable to all options. We possess a license for delayed data redistribution, not real-time data.

u. "Position Limits" means a preset level of ownership 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

v. "Relevant Persons" means any employee, agent, servant, or representative of the Authority, any other public body or person employed by or on behalf of the Authority, or any other public body.

w. "Securities" means any tradable financial instruments used to raise capital in public and private markets.

There are primarily three types of securities: equity which provides ownership rights to holders; debt essentially loans repaid with periodic payments; and hybrids which combine aspects of debt and equity.

x. **"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.

y. **"Underlying Market"** means the market on which a derivative is based

z. **"Website(s)"** means the approved website(s) used by the Company, as these are displayed within the FSC's register (under the FSC CIF License).

3- Dealing Services

a. You will designate each order to sell as a "long" order or a "short" order. A "short" sale means the sale of a security not owned by you. CFI may, at its sole discretion and without prior notice to you, cover any short sale in your Account. You understand that "cover" means the purchase, at the current market price, of securities that were previously sold short. When you designate a sale as "long", you are promising to CFI that you own the security and promise that, if the security is not in CFI's possession when you place the sale order, you will deliver the security to CFI by the settlement date. If you fail to deliver the security to CFI by the settlement date, CFI may purchase the security, at the current market price, for your Account and you will be responsible and agree to compensate CFI for any loss, commission and/or fees.

b. We may receive your Instruction to Deal either orally by telephone or electronically via our Electronic Trading Services or by such other means as we may from time to time notify to you. Our quoting of 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 which may only subsequently 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. Where a delay occurs because we are unable to interact with the relevant Underlying Market for any reason, we will attempt to execute the Instruction to Deal as soon as reasonably practicable. You acknowledge and accept that the market price of any Instrument may have moved during the time between our receipt and acceptance of your Instruction to Deal and our attempt to execute your Instruction to Deal. In these circumstances, the third party who has provided the quotation to us is not obliged to honor 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 favor or against you.

e. The Client acknowledges and accepts the prices of the different markets are generated electronically by CFI execution venues. These Prices will take into account market data from various sources, in order to enable the execution venues to check whether their prices are fair while providing the best execution obligation. However, prices may not match prices that you see elsewhere (including prices quoted on Trading Venues or by other providers). 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 be identical to the price at which the Trade is executed. Besides, it is highly observed that will be times in certain cases there won't be enough liquidity or there are limitations on liquidity or other restrictions that are imposed on CFI and/or CFI Execution venues therefore CFI will have to follow the same restrictions and limitation on its Execution venues, if such applies Client accepts and commits to hold CFI harmless from any result of such restrictions on his trading account

f. Where required by Governing Regulations, in placing any sell order with, or reporting a sell order to us for, a long account, you shall designate the order as such. 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 such securities to be 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 (i) and (ii) are true and accurate statements. In addition, the designation of a sell order for a long account shall constitute a representation that such security may be sold without any restriction in the open market.

g. When you instruct us to purchase a security, you will make payment to us on or before the settlement date. If you fail to make payment by the settlement date, you authorize 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 satisfy the debt, and 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 can be charged a late fee in addition to interest on the full amount of the deficit in your cash Account.

If you Buy an Instrument, the consideration for the Transaction and, in addition, Commission payable and all applicable Charges and Taxes to that Transaction will be your responsibility. These charges and taxes may vary depending on the jurisdiction and the specific type of stocks you are trading. They will be deducted from your account and held by us pending settlement. It is your responsibility to ensure 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.

h. Monies deducted will not be treated as client money on the day of expected settlement. If settlement does not occur on the day of expected settlement the monies will be treated as client money. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any Transaction and all Commission, Charges and Taxes associated with that Transaction.

i. If you Sell an Instrument, the consideration for the Transaction Less Commission and all applicable Charges and Taxes to that Transaction will be available on your account for reinvestment but will be unable to be withdrawn from your account until the Transaction has settled. It is your responsibility to ensure at all times that sufficient cleared funds are on your account to satisfy settlement of any Transaction and all Commission, Charges and Taxes associated with that Transaction.

j. Each Instruction to Deal or Transaction entered into by you will be binding on you notwithstanding that by entering into the Instruction to Deal or Transaction, as applicable, you may have exceeded any limit applicable to you or in respect of your dealings with us.

k. We may, at our absolute discretion, make available to you 'Orders'. Not all Orders are available on all Instruments or Underlying Markets and not all Orders are available on all Electronic Trading Services.

Orders may operate differently depending on the third party that we send your Order to. By using such Orders, you expressly acknowledge and agree that it is your responsibility to understand how an Order operates before you place any such. 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.

l. The Client acknowledges and accepts the prices of the different markets are generated electronically by CFI execution venues. These Prices will take into account market data from various sources, in order to enable the execution venues to check whether their prices are fair while providing the best execution obligation, i.e. pending orders are usually triggered at market at the best available price as per our execution venues. However, prices may not match prices that you see elsewhere (including prices quoted on Trading Venues or by other providers). 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 be identical to the price at which the Trade is executed. Besides, it is highly observed that will be times in certain cases there won't be enough liquidity or there are limitations on liquidity or other restrictions that are imposed on CFI and/or CFI Execution venues therefore CFI will have to follow the same restrictions and limitation on its Execution venues, if such applies Client accepts and commits to hold CFI harmless from any result of such restrictions on his trading account.

m. You may only sell Instruments held on your account whether settled or unsettled at the time of sale. If you have entered into an Instruction to Deal to Sell an Instrument that you do not own at the time of the sale and that is not held on your account whether settled or unsettled at the time of sale, you authorize us to either cancel that Instruction to Deal if it has not already been executed, or, if the Instruction to Deal has been executed, purchase the equivalent Instrument in the equivalent quantity on your behalf and at your expense and you agree that you shall be liable for any associated fines or charges incurred by us or you.

n. We may, acting reasonably, refuse to accept an Instruction to Deal where:

1) you do not have sufficient funds on your account to cover the cost of the Transaction (including all Commission, Charges and Taxes and any amount in addition to the current price of the Instrument(s) that we reasonably consider may be necessary);

2) the Instruction to Deal is not made in accordance with our Terms; you have exceeded any limit applicable to you or in respect of your dealings with us;

3) we are concerned that the Instruction to Deal may not have come from you or an authorized person on your behalf;

4) by carrying out the Instruction, we may be in breach of Applicable Regulations, law, rule, regulation or Term; or

5) we want to check the instruction with you for some reason (e.g., suspected fraud).

4- Statements And Confirmations

All notices, demands, reports or other communications shall be transmitted to you at the address or, in the case of communications, the telephone number or e-mail address (if you have consented to e-mail delivery), shown on the account application or to such other address you designate in writing. All communications to you shall be deemed to have been received by you personally at the time so sent to you, whether actually received or not. By accepting this Agreement during the online registration process, you agree to the provision of information through electronic means such as the Company's website or your verified email (hereafter the "Durable Mediums") due to the nature of the relationship between CFI and you, which is deemed acceptable and appropriate.

Reports of the execution of orders, trade confirmations or other notices shall be conclusive and final and shall be deemed to be accepted and ratified by you, unless you object by written communication actually received by CFI at its principal office within two (2) business days after delivery of or communication of the confirmation, report or notice to you by us. In addition, if CFI has not promptly advised you of the status of any order placed by you, you shall promptly, but in no event later than 24 hours after an order has been placed, contact CFI by telephone to verify your Account status. Your 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 landline number as mentioned above to +2304608266. CFI shall not be held responsible for delays in the transmission or execution of orders due to a breakdown, delay in or failure of transmission or communication facilities, or for any other cause beyond CFI's control.

The Company offers its services online, the Client might check anytime his/her portfolio and the client shall receive by the end of day closing the daily statement by email from statements@cfi.trade. The Client acknowledges that the daily statements are sent by CFI Mauritius to the Client as these are received by the sister company CFI Global Management Ltd.

5- 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 give advice or offer any opinion with respect to 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. Although 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 in relation to any Transaction you propose to Enter into under this Agreement.

You are required to rely on your own judgement in entering into, or refraining from entering into, providing us with an Instruction to Deal or from entering into, or refraining from entering into, a 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 make any statement of opinion to encourage you to enter into a particular Transaction. If the information given to you pursuant to this Agreement including clause below is deemed to be research, you acknowledge and agree that:

a. this information constitutes general financial product advice only.

b. this information will have been prepared without taking into account your personal objectives, financial situation or needs; and

c. because of this, you should, before opening any Transactions, consider the appropriateness of the information, having regard to your personal objectives, financial situation and needs.

We may, at our absolute discretion, provide information:

a. in relation to any Instrument, Instruction to Deal or Transaction about which you have enquired, particularly regarding procedures and risks attaching to that Instrument, Instruction to Deal or Transaction and ways of minimizing risk; and

b. by way of factual market information, however, we will be under no obligation to disclose such information to you and in the event of us supplying such information it will not constitute financial product advice. If, notwithstanding the fact that dealings between you and us are on an execution only basis, a dealer employed by us nevertheless makes a statement of opinion (whether in response to your request or otherwise) regarding any Instrument, Instruction to Deal or Transaction, you agree that it is not reasonable for you to, nor will you be entitled to, rely on such statement as, and that it will not constitute, financial product advice.

6- Customer Representations and Warranties

By this Agreement, you represent and warrant, and you will be deemed to have repeated each representation and warranty at the time of entering into each transaction, that:

1) all information provided to CFI is true and correct and is not misleading;

2) except as disclosed in writing to CFI, no one except you has an interest in any Account carried for you by CFI;

3) you have read and understand this Agreement and have the required legal capacity, power and authority to enter into this Agreement, and to engage in transactions of the kind contemplated hereunder;

4) the performance of your obligations hereunder is not prohibited by any governing regulation, agreement or judicial or administrative order;

5) if applicable, the persons executing this Agreement are duly authorized to sign this Agreement in your name;

6) you agree not to make any trade individually or in concert with others that exceeds position limits imposed on you by CFI, any market or exchange or Governing Regulations; and

7) you will not give or seek to give an order to CFI for a transaction (i.e., spots, forwards and options) without obtaining the agreement of CFI 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.

a. No person who works in an institution who can influence markets can be a client of CFI

b. Should you fail to disclose any conflict of interest, CFI shall initiate legal proceedings against you.

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

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

We will ask you to sign the relevant US tax form before we accept an Instruction to Deal from you to Buy an Instrument in relation 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 ask you to complete the relevant US tax form. If you do not return the signed and completed US tax form before the date we specify (usually 30 days), we reserve the right to sell your US Shares. You have an 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 to proceed with the corresponding payments. These requirements and obligations mentioned above 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. As for the Saudi stocks, if you are not from the GCC region you may trade on Saudi shares if you fulfill 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.

7- Orders

CFI may refuse to accept any of your instructions and may process your instructions in any manner it believes commercially reasonable. You acknowledge CFI has absolute discretion in routing trade orders as long as it makes a reasonable and good faith effort to obtain 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 its gross negligence or willful misconduct; provided, however, we are not responsible 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.

8- Liens, Collateral and Transfer Authorization

This section applies to margin accounts or if there is a deficit in your cash Account.

a. All of your Securities and other property now and hereafter held, carried or maintained by CFI (or by any of its affiliates) 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 hereafter opened, 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 any other 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.

9- 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 our 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 your 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 shallbe untrue in any material respect when made or repeated or

6) any other circumstances that CFI deems necessary or appropriate,

Client should be aware whenever he/she is buying the share, the full margin required must be consider adding the commission in the calculation, i.e. 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:

1) 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;

2) liquidate any or all of your positions and assets without demand or notice and apply the proceeds to satisfy your obligations;

3) set-off, net and/or recoup any CFI obligations against your obligations;

4) convert any obligation from one currency to another currency;

5) cancel any or all open orders;

6) purchase Securities to cover the sale of Securities; and

7) take any other action we deem appropriate.

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"), plus interest. 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.

10- Charges and Fees

a. When you enter into a Transaction, you will pay us a Commission that is calculated as a percentage of the value of the Transaction or as an amount per Instrument or Instruments or on any other basis agreed between you and us in writing. Our Commission terms will be notified in writing to you, however, in the event that we do not notify you of the Commission terms, we will charge the standard commission rate as published on the Product Details section of our Website. You may request details of our Commission terms from our dealers.

b. Notwithstanding the above, the Company shall offer zero commission on the first twenty-five (25) trades in US Stocks and ETFs executed through the multi-asset platform during each calendar month. From the twenty-sixth (26th) trade onwards, the standard commission rates as specified in Appendix 25 shall apply.

The commission-free trading allowance shall reset at the beginning of each calendar month.

c. In addition to Commission, other applicable Charges and Taxes may exist in relation to Buying, Selling or holding an Instrument using our service depending on the Underlying Market and the Instrument being bought, sold or held. Additional charges may also be incurred by you in the case of delayed or failed settlement of a Transaction. Any such amounts will be your responsibility and where appropriate will be deducted from your account.

d. We may charge you for the provision by us to you of market data or any other account feature or such other Charges as we reasonably advise you from time to time.

e. You must pay, or reimburse, us for any Charges or Taxes applicable, now or in the future, to your Instructions to Deal or Transactions and any Taxes applicable, now or in the future, on any Commission or Charges payable by you pursuant to this Agreement.

f. In the event that your Account is transferred to another broker, CFI may charge a reasonable transfer fee.

g. If in order to trade on a foreign exchange, your funds are converted 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 change its fees or charges, or to implement additional fees or charges at any time, except as limited by applicable law. Fees are non-refundable.

h. If you own physical certificates of stocks and/or bonds and request that CFI hold such certificates in its possession for safekeeping, CFI will charge you an annual safekeeping fee of $100 per certificate. Furthermore, if you request that a physical certificate be transferred and shipped to you, a $175.00 fee per transfer request will be charged by CFI. Additional fees may apply regarding services not listed in this paragraph for physical certificates.

11- Client Accounts and Safe-Keeping

All amounts handled by the Company on behalf of the Client are held in the name of the Client and/or in the name of the Company acting on behalf of the Client in an account held with the following:

a. Central bank

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

Where the Company does not deposit client funds with a central bank, it shall exercise all due skill, care and diligence in the selection, appointment and periodic review of the credit institution, bank or money market fund where the funds are placed and the arrangements for the holding of those funds and take into consideration the need for diversification of these funds, as part of the required due diligence.

a. The client is aware that the Company receives interest on the clients' bank accounts. The amount classified as interest received 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). Hence, in the event of the insolvency or any other analogous proceedings in relation to the bank/credit institution, the Company may only 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. An individual Client 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 the Client with Custody Services in respect of the Client's Assets in accordance with these Terms which can also found on the Company's website at www.cfi.trade/and which forms an integral part of this Agreement and are included by reference.

d. Custody Services include safe-keeping of the Client's Assets, the maintenance of proper accounting records and evidence of rights to Securities by means of the opening and maintenance of the Client's Accounts and the carrying out of operations with such Accounts as well as subsidiary Custody Services as stipulated in these Terms and Conditions.

e. The Client's Assets shall be held on the Accounts with the Company in accordance with the provisions of any agreement between the Company and the Client, this Agreement and the Law (Governing Legislation).

f. The Company may from time to time set-off any amounts held on behalf of the Client against the Client's obligations to the Company and/or amalgamate any accounts of the Client with the Company. Unless otherwise agreed in writing by the Company and the Client, such arrangement shall not give rise to rights or credit facilities.

g. When providing Custody Services, the Company undertakes to keep and maintain at all times a record of the Client's Assets separate to the assets of other clients' and those of the Company.

    1) The Company provides Custody Services for the purpose of safe-keeping of the Client's Assets, recording the Client's rights over the Assets, data in relation to exercising of the rights over Client's Assets and also for the purpose of settlement of transactions involving the Client's Asset executed by the Company based on the Order(s) of the Client.

    2) The Client's Assets shall be held on the Account(s) of the Company according to this Agreement, any subsequent agreement between the Company and the Client which shall be deemed subordinate to this Agreement and the Law (Governing Legislation).

    3) The Company shall not use Client's money in its custody for its own account and shall not use any

    4) Securities of the Client in its possession for its own account unless the Client has specifically consented in writing to such measure and only in such cases and under such terms which the

competent supervisory authority shall define by official publication, as set out in the Law concerning the authorization and operating conditions of Mauritian Investment Firms (CIFs).

PROTECTION OF CLIENT FUNDS

In order to ensure the protection of client funds, the Company shall take the necessary measures such as:

a. segregation of client funds: The Company maintains segregated client accounts with banks/credit institutions to ensure that client funds are fully separated from the Company's own funds at all times.

b. selection of reputable banks/credit institutions where clients' funds will be held: The Company exercises all due skill, care and diligence in the selection, appointment and periodic review of the institutions where client funds are deposited.
The Company takes into account the expertise and market reputation of such institutions;

c. the Company keep records and accounts in the Company's systems as are necessary to enable it at any time and without delay to distinguish assets held for one Client from assets held for any other Client, and from its own assets. In addition, the Company conducts regular reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;

12- KYC / Verification Process and Appropriateness Test

During the account opening procedure, the Client must fill the Online Application Form, found on the Company's Website, through which We will obtain and assess Clients' necessary knowledge and experience relevant to the products offered by the Company. Clients might be requested to submit as well additional forms related to their account type and to the different countries regulatory systems, as these will be communicated to You by Us. Application forms include general and specific documents that must be filled and signed or submitted to the Company by the Client, i.e. proof of identification: Colored copy of passport or ID (ID is only accepted for Mauritian residents), proof of residency: 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"), as well as the signed Explicit Approval Letter whereby the terms and conditions, order execution policy, key information Document, complaint procedure, Client categorization, Risks acknowledgment, beneficiary owner, FATCA, CRS etc. are approved and signed by the Client esteemed end.

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

13- Funding of the Client Account and Withdrawals

a. The Client may contribute funds to his/her 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 carried on the main website https://cfi.trade/

b. The Client may only withdraw funds deposited on his/her Client Account and/or any profit achieved through trading transactions from any of his/her Client Accounts using the same mechanism from which funds were credited to the Client Account.

c. The Company shall process the client's request to withdraw funds on the same day that the request to withdraw funds was made, or the next working day if the client's request is received outside of normal trading hours.

d. Nevertheless, money transfer requires 5 (five) banking days after receiving the transfer request instructions from the Client. The amount being transferred will be deducted from the balance of the Client's sub-account for value the date the transfer request was received by the Company.

e. All bank and any other administrative charges for transfers from the Client's Account to the Client will be borne by the Client.

f. The Company takes no responsibility for the transfer of funds in the event that the banking or other coordinates of the Client are found to be incomplete or incorrect. Furthermore, the Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts.

g. There is no minimum deposit amount required by the Company.

h. The Company has the right to refuse a Client's transferred funds in any of the following cases (this list is not exhaustive): a) If the funds are transferred by a third party b) If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly authorized person c) If the transfer violates Governing Legislation.

i. The Company hereby informs 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 shall include the following essential details: (a) Client name/code/ID or other designation of the Client (b) the name or other designation of any person acting on behalf of the Client (c) Client signature (for written requests) and authorization (for electronic requests) (d) any other details, conditions or particular Client instructions (e) the date of the request

j. The Client acknowledges that in case where a Client's Bank Account is freezed for any given period and/or for any given reason the Company assumes no responsibility and Client's funds will also be freezed.

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. Client should at any time keeps updated legal documents (proof of residency, proof of identification, internal legal forms, KYC etc.) following the Company internal policies and procedure. The Company shall be sending the Client emails reminding him/her to update his/her legal documents, in case of non-response or failure to provide such, the Company may hold the funds until the Client updates his file.

14- Foreign Account Tax Compliance Act ("FATCA") Requirements

In compliance with the Foreign Account Tax Compliance Act " FATCA", concerning the application of tax regulations and Laws on every physical person residing outside the United States of America and therefore binding the banking and financial foreign institutions outside the United States of America to declare any accounts they have in the name of any of: The holder of the American nationality; Holder of Green card; Residing in the united states in a permanent way or for a period not less than 183 days provided that is calculated according to the American tax law; Companies registered in the United States of America; Companies registered outside the United States of America where the above mentioned possess 10% of its capital and more; domestic partnership; any estate other than a foreign estate; any trust if a court within the United States is able to exercise primary supervision over the administration of the trust, and one or more United States persons have the authority to control all substantial decisions of the trust; any other person that is not a foreign person.

In order to enable CFI International Ltd. to abide and comply with this Law, the Client hereby authorize CFI International Ltd to submit the requested declaration to the competent American authorities concerning all the accounts opened in his/her name at CFI International Ltd, whether separately and/or jointly with any person, basic and/or numbered, and that in case he/she holds the American nationality or obtain it later, and/or he/she is holder of a green card currently and/or he/she will be in the future, whether resident in a permanent way in the United States of America or stayed there for a period not less than 183 days provided that is calculated according to American Tax Law and/or he/she received any revenues originated from the United States of America. At CFI International Ltd, we do not accept Clients holders of American nationalities and residency, in that respect Client should acknowledges that he/she is not a U.S Citizen or any of the following apply to him/her:

a. Born, Resident or Citizen in the United States

b. Born outside the United States of a US parent or Holder of Green Card or Applied for American Citizenship

c. Holder of Dual Citizenship, of which one is the United States

d. Visited the United States during the last 5 years

e. Have a U.S. mailing or residential address (including a U.S post office box)

f. Pay U.S. Annual Income

g. Has abandoned a U.S Citizenship

h. He/ She is an American Native

i. Have Financial/Economic interests in the U.S.

j. A family member is a holder of an American Citizenship

k. Resided in the U.S Client should confirm that have carefully read and understood this acknowledgement and he/she has no relation to the United States of America in any way and he/she exempts CFI International Ltd from the obligation of banking secrecy for what was mentioned above and you remove any responsibility on CFI International Ltd. in this regard. Furthermore, if he/she obtains in the future the American nationality or the green card or in case any of the said conditions was provided, Client is kindly requested to immediately inform CFI International Ltd accordingly.

Note that it is the sole responsibility on the Client to present filled W8Ben when deemed necessary, therefore CFI may ask the client to fill it if needed following the information provided during the Know Your Customer opening account process.

15- Common Reporting Standard (CRS) Requirements

The Mauritian Government has and will be committing to a number of inter-governmental agreements for the automatic exchange of financial account information developed by the OECD, known as Common Reporting Standard (CRS) to share tax information, where applicable, with the tax authorities in other jurisdictions. The requirement to collect certain information about each Client's tax arrangement is part of the Mauritian legislation thus Financial Institutions are legally obliged to collect it. All Clients are requested to disclosure 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 noted that the CFI does not provide tax advice to its Clients, and therefore if you have any questions about determining your tax residence stats in any particular country, please contact your tax adviser or the local tax authority.

In regard to the declaration of tax residency, please note that according to the requirements for the validity of selfcertification of the standard for automatic exchange of Financial Account information in tax matter by the account holder. This information will consist, among other, of their jurisdiction(s) of tax residence and respective Tax Identification Number (TIN).

Furthermore, the Client acknowledges that the information contained in the online form may be provided to the Mauritian tax authorities who would exchange them 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, you declare that all statements made in this declaration are, to the best of your knowledge and belief, correct and complete. In view of the above, you have confirmed that you undertake to advise CFI within 15 days of any change in circumstances which affects your tax residency status or causes the information contained herein to become incorrect, and to provide CFI with a suitably updated self-certification and Declaration within 30 days of such change in circumstances.

The Client is held fully responsible regarding the information provided in relation to his tax residency, TIN and permanent address. Furthermore, if the Client obtains in the future any update in regard to his CRS status, Client is kindly requested to immediately inform CFI International Ltd accordingly. CFI International Ltd will be responsible only on the information provided from the client himself.

16- Market Abuse

The Client agrees that will not knowingly place and have not placed a Transaction that contravenes any legislation or other law or regulations in relation to insider dealing and market manipulation. In this respect, the Client agrees not to behave and use the Company's systems and platforms in an abusive manner which amounts to market abuse. Such practices may include, but not limited to, insider dealing and misuse of information or market manipulation techniques.

If any abusive trading behavior or techniques are identified within Clients' trading account, the Company reserves the right to:

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 clause 29 of this Agreement.

17-Corporate Actions

By accepting this Agreement, you agree and acknowledge that the Company is not held responsible to notify You of any corporate actions, nor for exercising any of your rights in connection with a corporate action (such as dividends rights issue, bonus, share split, takeover, merger), unless we have explicitly agreed otherwise in writing or if required by Governing Legislation.

18- Representation at Shareholder Meetings

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

19- The General Data Protection Regulation (GDPR)

The General Data Protection Regulation (GDPR), applied from the 25th of May 2018, creates consistent data protection rules across Europe. It applies to companies that are based in the EU and global companies that process personal data about individuals in the EU. While many of the principles build on current EU data protection rules, the GDPR has a wider scope, more prescriptive standards and substantial fines. For example, it requires a higher standard of consent for using some types of data (personal data, proof of identification, proof of residency, signatures, cardholders, etc.) and broadens individuals' rights with respect to accessing and porting their data. It also establishes significant enforcement powers, allowing a company's supervisory authority to seek fines of up to 4% of global annual revenue for certain violations. CFI is committed to the above legislation and has appointed a Data Protection Officer (DPO) who is responsible for overseeing any questions with respect to that matter. If you have any questions, including any request to exercise your legal rights, please contact the DPO using the email dpo@cfi.trade. For further details, please refer to the Company's Privacy Policy available under Regulatory section of the Website https://cfi. trade We shall remind you that in case you are not in agreement with sharing your data, you have the right to terminate your collaboration with CFI at any time.

20-Confidential Information, Back-Up and Records

21. 1 The Company and the Client shall undertake at all times (both during the trading relationship between the two and after its termination) to keep confidential any information which came to both parties' knowledge due to the above mentioned trading relationship. It is hereby clearly agreed that none of the parties will use (other than strictly for the purposes of trading) without the prior written consent of the

other to any third party (other than its professional and financial advisors, banks, auditors) any Confidential Information, unless this information meat the below criteria:

a. This information was a public knowledge or already known to the disclosing party at the time of disclosure; or

b. This information subsequently becomes a public knowledge other than by breach of these terms and conditions; or

c. This information subsequently comes lawfully into the possession of the receiving party from a third party.

21. 2 Either party may disclose such information whenever such disclosure becomes necessary because of a Court order or when disclosure of certain types of such confidential information is required by the Regulatory or Supervisory Authorities of Mauritius Investment Firms or under Mauritius or EU law.

21. 3 It is hereby clearly stated that the Company will collect and handle any personal data of the Client in accordance with the provisions of relevant Laws and Regulations for the protection of Personal Data. Furthermore, the Company undertakes to keep Client Records for not less than 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 data held on electronic media is saved to removable hard disk once every 24 hours and such hard disk is stored in a secure fire-proof place off-site.

21- Complaints

Complaints sent by clients to the CFI's registered office address are centralized within the Compliance Department and processed by the relevant internal units (Legal & Compliance). Any complaints by clients or potential clients may be addressed to CFI, for further details kindly follow the link You may submit a complaint to the Company via email to backoffice.global@cfi.trade. The subject of the complaint and a brief description of the facts that led to it. You are advised to contact the Company if you would like further details regarding its complaints handling procedures.

22- Language

The Client acknowledges and agrees that the official business language of the Company is English and French and that full information about the services provided by the Company is displayed on the Website of the Company. In case of differences between this document and any translation of it, the English version always prevail.

23- Amendment

The Client acknowledges and agrees that the official business language of the Company is English and French and that full information about the services provided by the Company is displayed on the Website of the Company. In case of differences between this document and any translation of it, the English version always prevail.

24- Termination

25. 1 The Client has the right to terminate his/her agreement with the Company by giving the Company at least 15 (fifteen) days written notice of such termination and provided that all transactions affecting the Clients Account are concluded. In the event that notice of termination is received at a time when the Client has open positions such termination will be deemed to take place once such positions have closed, and a final account statement is available.

25. 2 The Company has the right to terminate this Agreement without notice in the following cases:

a. Notice of Death of the Client

b. An issuance of an application, order, resolution, or other announcements in relation to bankruptcy or winding up proceedings that involve the Client.

c. The Client is in violation of any provision of this Agreement or any other agreement with the Company.

d. Upon instructions of a regulatory body.

e. The Client involving the Company in any type of fraud.

RISK WARNING: Please be aware that when trading or investing in transferable securities, their value can fall and rise, which means you could receive less than you initially invested.

Please consider the risks involved before you trade or invest and make sure that you fully understand those risks and your exposure. You should seek independent investment advice if needed. Past performance is not a guarantee of future results.

25- Appendix

US Stocks – CFI Fees Schedule			
Trading Fees and Commissions		Minimum	Per/Share
First 25 trades per month	Stocks and ETFs	0% Commission	
From the 26th trade onwards	Stocks and ETFs Regular Session	$1	$0.005
	Pre-Market and Post-Market Trading Session	$1	$0.01

Note: The allowance of twenty-five (25) commission-free trades shall be reset at the beginning of each calendar month.

	Minimum
US Securities CBOE Data Level 1 Market Fees	Non-Professional $10 / Month
	Professional $47 / Month
Transfer Fee	Outgoing DTC Delivery Fee: $35 per security position

	Monthly Activity Fee		**Monthly Minimum Fee**	**Waiver***
Account Maintenance & Custody Fees	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**
Abu Dhabi Exchange	11	-	-
Dubai Financial Market	21	-	AED 11.5
Qatar Exchange	26	$11	-
Saudi Stock Exchange	17	-	-

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

November, 2026