



EU/EEA AND UK RESIDENT DECLARATION

Born2trade Ltd (Mauritius)

www.born2trade.com



European, EEA and UK Resident Declaration

Information on the Provision of Brokerage Services by Born2trade Ltd to EU/EEA and UK Residents

Born2trade Ltd (acting under the Born2trade trade name) is authorised and regulated by the Financial Services Commission (FSC) of Mauritius as an Investment Dealer under licence number GB24203511. It is not authorised in any EU/EEA member state or in the United Kingdom.

European Union and EEA. Under Article 42 of Directive 2014/65/EU (MiFID II), which applies to retail and elective professional clients, and Article 46(5) of Regulation (EU) No 600/2014 (MiFIR), which applies to eligible counterparties and per se professional clients, a third-country (non-EU/EEA) firm may provide investment services to a person established or situated in the EU/EEA without authorisation in the EU/EEA only where the service is provided at the client's own exclusive initiative (often called "reverse solicitation"). This exemption covers only the specific service requested by the client; it does not allow the firm to market new categories of investment products or services to that client.

United Kingdom. Under Article 72 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (the "overseas persons" exclusion) and the guidance in Chapter 2.9 of the FCA Perimeter Guidance Manual (PERG), an overseas firm that is not authorised by the Financial Conduct Authority may deal with a person in the UK only where the business results from a "legitimate approach" – in particular, an unsolicited approach made by the client – and without breaching the financial promotion restriction in section 21 of the Financial Services and Markets Act 2000.

By opening an account with the Company, you agree to and confirm this Declaration in full. No separate signature is required. Before opening an account, please make sure that you have carefully read and understood the limitations and risks associated with trading through a third-country firm.

Important Notice: Limitations of Engaging with a Third-Country Firm

When choosing to receive investment services from a third country (non-EU/UK) firm, please be aware of the following limitations:

- You are not covered by any investor compensation scheme of an EU/EEA member state or by the UK Financial Services Compensation Scheme (FSCS).
- You will generally not be able to file complaints or raise claims with the financial ombudsman or regulator in your country of residence. Any concerns must first be addressed directly with the Company, and if necessary, escalated to the Office of the Financial Services Ombudsperson (FSO) or the Financial Services Commission (FSC) in Mauritius.
- You are not protected under EU, EEA, or UK regulatory frameworks (including the EU/EEA and UK restrictions on CFDs for retail clients, such as leverage limits, margin close-out rules and the ban on bonuses and other incentives), and therefore cannot appeal to EU/EEA/UK regulators in the event of a dispute with the Company.

By opening an account, you declare and confirm that:

- I declare that the provision of investment services and/or the performance of investment activities by the Company was initiated solely at my own exclusive initiative.
- I confirm that I was not contacted, solicited or approached by the Company, or by any partner, affiliate or representative acting for it, before deciding to open an account.
- I understand that my activities with the Company fall outside the scope of the European and UK legal framework and protections, and I accept the risks associated with this.



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- I agree to receive the Client Agreement (Terms and Conditions) and all regulatory disclosures exclusively in the English language.
- In the event of a dispute with the Company, I agree to follow the dispute resolution procedure outlined in the Client Agreement.

Governing Law and Jurisdiction

The relationship between Born2trade Ltd (the Company) and me (the Client) shall be governed by and construed in accordance with the laws of Mauritius, which shall serve as the sole and exclusive governing law.

As the Client, I further acknowledge and agree that:

- The courts of Mauritius shall have exclusive jurisdiction over all disputes arising out of or in connection with the relationship between the Company and myself, including but not limited to any orders, transactions, instructions, or the Client Agreement.
- I shall not claim any inconvenience arising from the jurisdiction or location of the Mauritius courts, nor shall I dispute their authority or jurisdiction over me as the Client.

Acceptance

By opening an account with the Company, the Client agrees to and confirms this Declaration, including all of the statements above. The Client's acceptance is recorded electronically during account opening, and no signature is required.