



Giv Trade

Client Agreement - Terms & Conditions

TERMS OF BUSINESS

Giv Trade Mauritius registered in Mauritius under Registration Number 197387, authorized and regulated by the Financial Services Commission (FSC) under License No. GB22201329. Registered address at The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius. Website: www.givtrade.com

THIS IS A LEGAL AGREEMENT BETWEEN THE PERSON(S) NAMED IN THE APPLICATION FOR ACCESS TO OUR FINANCIAL SERVICES THROUGH THE OPENING OF A TRADING ACCOUNT (THE "CLIENT," "YOU," "YOUR," "YOURSELF," OR "THEY") AND GIV TRADE (HEREINAFTER REFERRED TO AS "GIV," "GIV GROUP," "THE COMPANY," "WE," "OUR," OR "US"), ALONG WITH ITS SUCCESSORS (HEIRS WHERE APPLICABLE), ASSIGNS, AND ANY AFFILIATED OR CONNECTED PERSONS.

PLEASE READ IT CAREFULLY.

GIV Trade is authorized to: (I) provide brokerage, training, and managed account services in currencies, commodities, indexes, CFDs and leverage financial instruments. (II) To undertake all kinds of investments and leasing of whatsoever kind as permitted in accordance with FSC (Amendment and Consolidation).

No person, including any member of the GIV or any third party who has referred you to GIV, is authorized to provide any information or make any representations other than those contained herein.

These Terms constitute a legally binding contract between you and GIV, which you accept on your behalf and on behalf of any principal(s) for whom you are acting as an agent by giving us instructions to deal or by accepting services from us. These Terms supersede any other general terms of business or similar documents that may have been previously issued to you by us.

The following documents, as may be amended from time to time and published on our website, are incorporated by reference to these Terms and form part of your contractual relationship with us:

1. **Application for Opening a Trading Account**
2. **Order Execution Policy**
3. **Risk Warning**
4. **Privacy Policy**
5. **Trading Condition**

For your protection, you should carefully read and fully understand these Terms before submitting your account application to GIV. If you have any questions or do not understand any part of these Terms or the referenced



documents, you should contact GIV for clarification or seek independent professional advice before opening an account, placing an order, or engaging in any transaction with GIV.

You should not sign the account application if you are unsure about the effects of these Terms, or the nature of the risks involved. If you complete, sign, and submit the account application to GIV, you acknowledge that you have read, received, and understood the documents provided to you in connection with these Terms (including all annexes) in their entirety. You also agree that your relationship with GIV will be governed by the terms and conditions outlined in these Terms and the documents incorporated by reference. By continuing to use the Website and System, you automatically accept all future versions of these Terms and the documents incorporated by reference.

I/WE HEREBY REPRESENT THAT, BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE READ, RECEIVED, AND UNDERSTOOD THE TERMS OF BUSINESS AND THE DOCUMENTS INCORPORATED BY REFERENCE IN THEIR ENTIRETY

AND

ACCEPT ALL OF THE CONDITIONS SET FORTH IN THEM. FURTHER, I/WE REPRESENT THAT I/AM OF LEGAL AGE (18 YEARS OR OLDER) AND THAT THE INFORMATION PROVIDED BY ME/US ON THIS ACCOUNT APPLICATION IS TRUE AND ACCURATE. I/WE FURTHER REPRESENT THAT I/WE WILL NOTIFY GIV OF ANY MATERIAL CHANGES TO THIS APPLICATION IN WRITING. I/WE CAN CONFIRM THAT I/WE AM/ARE NOT BREACHING ANY REGULATIONS OF MY/OUR COUNTRY OF RESIDENCE IN TRADING WITH GIV. GIV RESERVES THE RIGHT, BUT HAS NO DUTY, TO VERIFY THE ACCURACY OF INFORMATION PROVIDED, AND TO CONTACT ANY BANKS, AGENCIES, OR OTHER ENTITIES REFERENCED IN THIS APPLICATION AS IT DEEMS NECESSARY.

ACKNOWLEDGED BY:

| | | |
|---|------------------|-------------|
| AUTHORISED SIGNATORY NAME- TITLE | SIGNATURE | DATE |
| AUTHORISED SIGNATORY NAME- TITLE | SIGNATURE | DATE |
| AUTHORISED SIGNATORY NAME- TITLE | SIGNATURE | DATE |

| | | |
|------------------|---|-----------|
| <u>1</u> | <u>RISK ACKNOWLEDGEMENT</u> | 6 |
| <u>2</u> | <u>DEALING AS PRINCIPAL OR AGENT</u> | 7 |
| <u>3</u> | <u>PRODUCTS AND SERVICES</u> | 7 |
| <u>4</u> | <u>INCIDENTAL ACTIVITIES</u> | 8 |
| <u>5</u> | <u>ACCOUNT OPENING</u> | 9 |
| <u>6</u> | <u>ACCESS AND USE OF THE SYSTEM AND/OR SECURE ACCESS WEBSITE</u> | 10 |
| <u>7</u> | <u>TRADING WITH US</u> | 11 |
| <u>8</u> | <u>ADJUSTMENT EVENTS, VOTING RIGHTS, HEDGING CONTRACTS</u> | 12 |
| <u>9</u> | <u>PRICING AND EXECUTION</u> | 14 |
| <u>10</u> | <u>TRADING CONFIRMATIONS AND ACCOUNT STATEMENTS</u> | 15 |
| <u>11</u> | <u>FEES AND CHARGES, AND OTHER COSTS</u> | 16 |
| <u>12</u> | <u>OPERATING YOUR ACCOUNT: BASE CURRENCY, DEPOSITS, PAYMENTS AND WITHDRAWALS</u> | 17 |
| <u>13</u> | <u>PAYMENTS RELATING TO YOUR TRADING ACTIVITIES</u> | 19 |
| <u>14</u> | <u>LEVERAGE</u> | 20 |
| <u>15</u> | <u>MARGIN</u> | 20 |
| <u>16</u> | <u>CREDIT FACILITIES</u> | 22 |
| <u>17</u> | <u>SECURITY</u> | 23 |
| <u>18</u> | <u>NETTING AND SET-OFF</u> | 24 |
| <u>19</u> | <u>CLIENT MONEY</u> | 24 |
| <u>20</u> | <u>CLIENT ASSETS</u> | 25 |
| <u>21</u> | <u>CONFLICTS OF INTEREST</u> | 25 |
| <u>22</u> | <u>SERVICE PROVIDERS AND EXPERT ADVISORS</u> | 26 |

| | | |
|------------------|---|-----------|
| <u>23</u> | <u>REFERRAL AGENTS</u> | 27 |
| <u>24</u> | <u>THIRD PARTY ACCOUNT MANAGERS</u> | 28 |
| <u>25</u> | <u>SUITABILITY AND APPROPRIATENESS</u> | 31 |
| <u>26</u> | <u>REPRESENTATIONS, WARRANTIES AND COVENANTS</u> | 32 |
| <u>27</u> | <u>DEFAULT AND DEFAULT REMEDIES</u> | 34 |
| <u>28</u> | <u>FORCE MAJEURE</u> | 36 |
| <u>29</u> | <u>MANIFEST ERRORS</u> | 37 |
| <u>30</u> | <u>ABUSIVE TRADING STRATEGIES</u> | 37 |
| <u>31</u> | <u>MARKET ABUSE</u> | 38 |
| <u>32</u> | <u>EXCLUSIONS, LIMITATIONS OF LIABILITY AND INDEMNITY</u> | 39 |
| <u>33</u> | <u>COMPLAINTS</u> | 41 |
| <u>34</u> | <u>AMENDMENTS</u> | 41 |
| <u>35</u> | <u>SUSPENSION AND TERMINATION</u> | 42 |
| <u>36</u> | <u>JOINT ACCOUNTS</u> | 42 |
| <u>37</u> | <u>IN THE EVENT OF DEATH</u> | 43 |
| <u>38</u> | <u>NOTICES AND COMMUNICATION WITH THE CLIENT (any means of telecommunications)</u> | 44 |
| <u>39</u> | <u>INTELLECTUAL PROPERTY</u> | 45 |
| <u>40</u> | <u>CONFIDENTIALITY AND DATA PROTECTION</u> | 46 |
| <u>41</u> | <u>MISCELLANEOUS</u> | 48 |
| <u>42</u> | <u>GOVERNING LAW</u> | 49 |
| <u>43</u> | <u>DEFINITIONS</u> | 50 |

1 RISK ACKNOWLEDGEMENT

- 1.1** You acknowledge and understand that trading and investing in leveraged products:
- (a) Involves a high degree of risk.
 - (b) It is appropriate only for individuals who, if they trade on leverage, can assume the risk of loss more than their initial and subsequent deposits.
- 1.2** You acknowledge and understand that:
- (a) Due to the typically low margin required for trading in margined transactions, price fluctuations in the underlying asset may result in significant losses that could far exceed your investment and margin deposit.
 - (b) When you instruct us to execute a transaction, any profit or loss arising from fluctuations in the value of the asset or its underlying asset will be entirely your responsibility and at your risk.
 - (c) Unless expressly agreed to in writing by our authorized representative, we do not provide investment advice or recommendations. Therefore, if you discuss any product or its performance with a GIV representative, you acknowledge that the employee is solely providing information about the product and is not offering investment advice or recommending its purchase or sale.
 - (d) We do not perform manual or automated monitoring of your transactions or those of other clients. Consequently, we do not track the outcomes of your transactions and cannot be held responsible for any transactions that may differ from your expectations.
 - (e) Guarantees of profit or protection from loss are impossible in investment trading. Even low-risk investment strategies carry some level of uncertainty. You acknowledge that you have not received any such guarantees or similar assurances from us, our employees or representatives, any Referral Agent, any Service Provider, or any other entity you engage with in connection with your Account.
 - (f) GIV neither controls nor endorses, nor does it assume liability for, the accuracy or completeness of any information, recommendation, or advice provided by any Referral Agent.
- 1.3** You acknowledge and understand that the information in the Risk Warning cannot disclose all risks associated with every product or service, nor can it cover every type of risk. It provides a general overview of the risks related to the specific products or services that GIV may offer you. The highlighted risks should not be considered the only risks associated with a product or service. You should always assess whether a product or service is suitable for you based on your financial circumstances and ensure that you fully understand its nature and associated risks.
- 1.4** You represent, warrant, and agree that you understand the aforementioned risks and that you are financially and otherwise willing and able to assume the risks of trading in leveraged products. You acknowledge that the loss of your account balance and any resulting negative account will not impact your lifestyle.

2 DEALING AS PRINCIPAL OR AGENT

- 2.1** You acknowledge and understand that trading and investing in leveraged products involve risks. Regarding any Transaction, we will act as Principal unless expressly agreed otherwise that we will act as your agent for a specific Transaction or service under these Terms or any other agreement.
- 2.2** Unless otherwise agreed in writing, you shall enter into transactions as Principal. If you act as an agent, whether or not you have identified the principal to us, we shall not be obligated to accept the said Principal as a customer. Therefore, you agree that we shall have the right to consider you as the Principal in relation to any Transaction.

3 PRODUCTS AND SERVICES

- 3.1** In relation to any Transaction, we will act as Principal unless it is expressly agreed that we will act as your agent for a specific transaction or service within these Terms or otherwise:
- (a)** Spot and Forward Bullion, Currencies, and over-the-counter Derivatives.
 - (b)** Financial Futures and Contracts For Difference On Commodities, Indices, Currencies and Base And Precious Metals.
 - (c)** Options and Warrants to acquire or dispose of any of the Instruments listed above, including Options on Options.
 - (d)** Managed Assets whether over-the-counter or exchange-traded instruments.
 - (e)** and any other instruments we may offer from time to time.
- 3.2** Except as otherwise stated in these Terms: (i) There are no restrictions on the types of investments you wish to make or the markets in which you wish to execute Transactions; and (ii) we will assume that no investment objectives, restrictions, or limits apply to your Account unless you inform us otherwise in writing, and we confirm our acceptance in writing.
- 3.3** We have sole discretion in executing orders placed by you through the system or otherwise. You acknowledge that trading certain instruments may be limited or restricted based on: (i) specific clients in certain jurisdictions; (ii) quantitative limits for trading a particular instrument; and/or (iii) the permitted method of placing orders for specific instruments (e.g., only via phone, etc...). Further details regarding restrictions and limits may be available on our website.
- 3.4** You agree that, even though you and we have entered into these Terms, we may refrain from providing any services:
- (a)** Until all of our internal procedures for establishing accounts have been completed and the necessary internal approvals have been obtained.
 - (b)** If you are in breach of any of your obligations as set out in these Terms or any other agreement you may have entered with any member of the GIV.
- 3.5** We may provide you with services directly or through any member of the GIV. You also authorize us to use third-party services in providing such services without requiring further consent from you, on terms we determine, and without affecting our rights. Regarding Transactions with or

through third parties, you may be subject to their business terms and conditions. In the event of a conflict between these Terms and the terms and conditions of such third parties, the third-party terms shall prevail concerning their rights and obligations.

- 3.6** For the avoidance of doubt, even if we have accepted Transactions and provided services to you, we may, at any time, cease offering any services and/or remove products from our current offering, regardless of whether you incur losses. Specifically, we may, from time to time, discontinue or deactivate a System, or transfer your account to a new system (the "New System") if, in our reasonable opinion, the New System offers you similar, additional, or more competitive products and services, including pricing, execution facilities, fees, and commissions.
- 3.7** We will deal with you on an execution-only basis. We do not provide personal recommendations or advice regarding the merits of purchasing, selling, or otherwise dealing in specific or particular investments or executing Transactions, including their tax implications, the composition of any account, or any other rights or obligations associated with such investments or transactions. Any explanation provided by us, our employees, directors, officers, or agents regarding the terms of a Transaction or its performance characteristics does not constitute investment advice.
- 3.8** We will engage with you on an execution-only basis. We do not provide personal recommendations or advice on the merits of buying, selling, or otherwise dealing in specific investments or executing particular Transactions, including their tax implications, the composition of any account, or any other rights or obligations related to such investments or transactions. Any explanation provided by us, our employees, directors, officers, or agents regarding a transaction's terms or performance characteristics does not constitute investment advice.
- 3.9** Your account allows you to access various services through the System, including placing Orders, receiving legal notices, and obtaining other information related to the System's operation. If the System is unavailable for any reason, you may place an order by telephone.

4 INCIDENTAL ACTIVITIES

- 4.1** We may, from time to time, provide you and other clients receiving an execution-only service with general trading information, independent research, market commentary, or other data, facts, or information. These activities are incidental to our relationship with you and are provided solely to enable you to make independent investment decisions. You acknowledge that we do not provide this information to influence your investment decisions and, therefore, release us from any liability for any losses you may incur from entering into a Transaction.
- 4.2** You further acknowledge and agree that:
- (a)** We do not advise on the merits or risks of a particular transaction or its tax consequences and make no representation, warranty, or guarantee regarding the accuracy or completeness of any market or other information provided to you, or the legal, tax, or accounting consequences of your Transaction.
 - (b)** The information is provided as general market commentary or a compilation of market data. It may reflect the opinion of the person generating it but it does not reflect our

opinion and does not constitute an offer or solicitation from us to you or any of our clients.

- (c) The information does not constitute a general or personal recommendation or advice.
- (d) Any market or other information (including call levels) communicated to you by us is incidental to the conduct of our business and your relationship with us. It is provided solely as a courtesy to assist you in making your own investment decisions. It is not part of the services offered to you and does not constitute personal recommendation or advice.
- (e) The information, independent research, or market commentary, although based on data from sources we believe to be reliable, may be inaccurate or incomplete, may not have been verified, and may change without notice to you.
- (f) If the information is in a document with restrictions on its recipients, you agree not to distribute it in violation of those restrictions.
- (g) You are solely responsible for deciding whether to enter into any transactions, including the timing, quantity, and price.
- (h) If you have considered the information provided by us when making your investment decisions, you confirm that you have not relied solely on this information, but have conducted your own independent research and made your decision regarding the suitability of any Transaction in relation to your investment objectives and financial situation.
- (i) If you are solely relying on the information provided by us, we strongly recommend that you seek independent advice regarding its suitability for your investment objectives and financial situation before making any investment decisions.

- 4.3** From time to time, we may provide you and other execution-only clients with educational tutorials on trading our products and services, as well as guidance on using the various Systems we offer. These materials are incidental to our relationship and are intended solely to help you understand the markets, the risks associated with investments, and the general functionalities of the Systems.

5 ACCOUNT OPENING

- 5.1** You must open an Account before placing any Order or entering into a Transaction. No Orders can be placed until the Account is opened and cleared funds are received. Without limiting the above, if we allow you to place an Order before your Account is opened or before cleared funds are received, this does not reduce your liability to us under these Terms for the Order placed or any resulting Transaction. We reserve the sole and absolute discretion to decline your application as a client for any reason. If we refuse your application, we will notify you promptly but are not obligated to provide a reason.
- 5.2** To assess your creditworthiness, manage credit risk and to prevent fraud or other criminal activity, you acknowledge and agree that we may:
- (a) Conduct periodic searches and inquiries about you and any related party at credit reference agencies and, if applicable, your employer.

- (b) disclose information to organizations involved in fraud or money laundering prevention.
 - (c) Obtain and share information with other investment firms that transact on your behalf regarding any payment or security default or any investment related to Transactions you seek to open with us.
- 5.3 The limits on your Account, including any Margin Requirement, Leverage, or Credit Facilities, will be determined and adjusted periodically based on your credit status and, where applicable, the funds you have deposited with us. At our sole discretion, we may impose limits on:
 - (a) The size of any Transaction or series of Transactions that you may undertake.
 - (b) The amount of any loss or liability you may incur.
- 5.4 Account limits do not restrict or define your liability for losses to us. The funds you have on deposit with us, whether as Margin or otherwise, do not limit your financial liability to us.
- 5.5 We may, at our sole discretion, refuse to open an Account for you and are not obligated to provide any reason for our refusal.

6 ACCESS AND USE OF THE SYSTEM AND/OR SECURE ACCESS WEBSITE

- 6.1 We will provide you with one or more unique usernames, passwords, and/or "Authenticators" that will grant you secure access to the System and/or a Secure Access website. You will need to provide these Authenticators each time you wish to use the System and/or Secure Access website.
- 6.2 In relation to the Authenticators, you acknowledge and agree to the following:
 - (a) You will keep your Authenticators confidential and ensure they are used exclusively by you or your Account Manager. You will implement adequate security measures to protect the Authenticators and prevent unauthorized access to the services.
 - (b) You assume full responsibility for any and all use, unauthorized use, or misuse of the service by you, individuals authorized by you, or anyone else using your Authenticators. You acknowledge and agree that any breach of your obligations by such individuals will be considered a breach by you.
 - (c) Except with our prior written consent, you will not disclose your Authenticators to anyone other than your Account Manager for any purpose.
 - (d) You will immediately notify us if you become aware of or reasonably suspect any loss, theft, disclosure to a third party, or unauthorized use of your Authenticators.
 - (e) We may rely on all instructions, Orders, and communications entered using the Authenticators, and you agree to be bound by any message or instruction executed via the service (including, without limitation, transaction execution and/or instructions to change your Authenticators). This applies regardless of whether the person issuing the message or instruction was properly authorized by you, except where their receipt of your Authenticators resulted from our gross negligence or willful misconduct.

- 6.3** If we have reasonable grounds to believe that unauthorized persons are using your Authenticators without your knowledge, we may suspend your access to the System and/or Secure Access website without prior notice. Furthermore, if we believe you have provided your Authenticators to others in violation of clause 6.2, we may immediately terminate these Terms.
- 6.4** You agree that you are responsible for providing, at your own expense, all necessary equipment to access and use the service, including but not limited to computers, servers, peripherals, operating systems, applications, communication software, internet access, and telecommunications equipment, along with any required updates. You are solely responsible for any losses, damages, or costs resulting from errors or failures of the equipment you use to access the service.
- 6.5** Access to the System or Secure Access website is provided "as is." We make no express or implied warranties, representations, or guarantees regarding the merchantability or fitness for any particular purpose of the System, Secure Access Website, their content, any documentation, or any hardware or software provided. Technical difficulties may arise with the System or Secure Access Website, including failures, delays, or malfunctions that could prevent Orders from being transmitted, received, or executed. These issues may result from hardware, software, or communication link inadequacies or other causes, potentially leading to losses in Orders, Transactions, or economic and data loss. If you are unable to place an order through the System, you should contact a Dealer to place an order by phone. The company will not be held responsible for any disadvantages you may incur, and you acknowledge this.
- 6.6** In no event will any member of the GIV be liable for any potential loss arising from or related to the use, access, installation, maintenance, modification, deactivation, or attempt to access the System or Secure Access website, or otherwise.

7 TRADING WITH US

- 7.1** Unless we specify otherwise, or unless you hold a self-service Account, you may submit Orders through the System or orally via telephone to a Dealer during the trading hours, as outlined on our website, or when the relevant market(s) for the Instruments are open for trading. If you hold a self-service Account, you are required to place Orders exclusively through the System, unless the System is unavailable, in which case Orders may be placed by telephone during the trading hours specified on our website or when the relevant market(s) for the Instruments are open for trading.
- 7.2** If we receive Orders from you via telephone, computer, or other mediums, we may request confirmation of such Orders in writing. However, we are authorized to act upon your Orders even if you fail to confirm them in writing. By placing Orders by telephone, you acknowledge and consent to the recording of your conversation with our Dealer. Regarding electronic communications, please be aware that the internet and other electronic means may not be secure, reliable, or timely. You acknowledge that any Orders sent via the internet or other electronic channels may be intercepted, copied, altered, or imitated by third parties.

- 7.3** We may, at our sole discretion, refuse to execute any Order from you without providing reasons or notice. Additionally, we may cancel any Orders previously submitted by you, provided that we have not yet acted on those Orders, for any reason, including but not limited to Manifest Error or Abusive Trading Strategies. If you request the cancellation of your Orders, we will only be able to do so if we have not already acted on them. Orders may only be withdrawn or amended with our consent.
- 7.4** You authorize us (and, where applicable, any member of GIV) to rely on and act upon Orders given or claimed to be given by you or any authorized person on your behalf, including those we reasonably believe to have such authority, without further verification of their authenticity, authority, or identity. It is solely your responsibility to ensure that your employees conducting Transactions with GIV are duly authorized. Accordingly, GIV will trade with you based on the apparent authority of your employees and bears no obligation to verify their authorization.
- 7.5** An Order submitted through the System or by telephone becomes a binding Transaction only after it has been recorded as executed by us and confirmed to you via the System, subject to Manifest Error and Abusive Trading Strategies.
- 7.6** We have the right (but no obligation) to set limits and/or parameters to control your ability to place Orders.
- 7.7** We reserve the right, at our sole discretion, to establish, modify, increase, decrease, or remove limits and parameters governing your ability to place Orders, without prior notice. These may include, but are not limited to:
- (a)** Limits on maximum Order amounts and sizes.
 - (b)** controls over our total exposure to you.
 - (c)** Price controls on Order submission, including measures to prevent an Order from significantly deviating from the market price at the time of submission to the order book.
 - (d)** System controls, including verification procedures to confirm Order authenticity.
 - (e)** Any other limits, parameters, or controls required under Applicable Law.

8 ADJUSTMENT EVENTS, VOTING RIGHTS, HEDGING CONTRACTS

- 8.1** If an Instrument becomes subject to adjustment due to an Adjustment Event under clause 8.2, GIV may, at its sole discretion and in line with market practice, determine the appropriate adjustment or amendment, including suspension or closeout of the Transaction. Such adjustments may also apply to related Transactions or Order

levels and will be made promptly where practicable. Any adjustment will take effect from a date determined by us, which may be retrospective. Adjustments will be final and binding, and we will notify you of any changes to the relevant Instrument under these Terms as soon as reasonably practicable.

- 8.2 "Adjustment Event"** refers to any declaration by the issuer of the security underlying the Instrument (or the Instrument itself, as applicable) that affects, will affect, or may affect its price or value. This includes, but is not limited to
- (a) A subdivision, consolidation, reclassification of shares, share split, buyback, cancellation, or free share distribution to existing shareholders through a bonus, capitalization, or similar issue.
 - (b) The issuance of dividends (cash or otherwise) related to the security underlying the Instrument.
 - (c) The security underlying the Instrument is delisted from the relevant exchange(s), enters insolvency, or is dissolved.
 - (d) If trading in the security underlying the Instrument is suspended or delisted, GIV may close the related Transaction at a closing level determined by our fair and reasonable assessment of the Instrument's value.
 - (e) A distribution to existing holders of the underlying security of additional securities or other securities granting the right to receive dividends and/or liquidation proceeds from the issuer, either equally or in priority with payments to holders of the underlying securities. This includes rights or warrants granting the right to receive securities or to purchase, subscribe for, or receive securities, for payment (in cash or otherwise) at less than the prevailing market price/value per security, as determined by us.
 - (f) Any other event related to the security underlying the Instrument that is similar to the above or otherwise results in a diluting or concentrating effect on its market price or value, whether temporary or permanent
- 8.3** An Instrument may also be subject to adjustment under clause 8.1 above due to an Adjustment Event related to one or more underlying securities that form part of the Instrument's subject matter.
- 8.4** You do not own the underlying security when trading with us, as our product is strictly synthetic. Therefore, for the avoidance of doubt, no voting rights will be attached to any Instrument.
- 8.5** When transacting with you, we will enter into a contractual agreement (**the "Client Contract"**). To manage our market exposure, we may also enter into a separate contract with a third party (**the "Hedging Contract"**) to hedge our position, either wholly or in part. If the third party to the Hedging Contract requires any amendments to its terms—including changes to the underlying assets or other contractual provisions—we reserve the right, at our sole discretion, to take all necessary measures to comply with such requirements, mitigate potential losses, or prevent further financial exposure. As a result, any modifications to the Hedging Contract shall be deemed automatically incorporated into the corresponding Client Contract and will be binding upon you. Furthermore, if the third party is unable to fulfill its obligations under the Hedging Contract as originally agreed, we may take any necessary actions concerning the Client Contract, including modifying or terminating our obligations, to prevent or minimize any resulting losses.

All actions taken under this clause will be in full compliance with applicable laws and regulations planned.

9 PRICING AND EXECUTION

- 9.1** We will, from time to time, provide you with quotes via the System or over the telephone by a Dealer. Verbal quotes are indicative only and for informational purposes. They do not constitute an offer to buy or sell any product or Instrument at that price. If you place an order following an indicative quote, you acknowledge that we will treat it as an order at our then-current offered rate, which may differ from the indicative quote provided by us.
- 9.2** While we expect our pricing to be reasonably aligned with other pricing in the interbank market, the pricing we provide may differ from that available to banks and other participants in the interbank market. We will, at our sole discretion, determine the pricing and price feed for your Account. Additionally, we reserve the right to modify the pricing and spread at any time without prior notice. Our live pricing may differ from both the demo environment and our competitors. Any reference to pricing or transactions with other brokers or banks will not be considered in the event of a complaint.
- 9.3** You acknowledge and understand that Transactions are not traded on a physical exchange and, therefore, cannot be physically delivered. Accordingly, you authorize us to rollover all Open Positions in your Account at the end of each Business Day (at your own risk) into the next Business Day, which may include weekends or holidays when the market is closed for trading. The rollover will be done by debiting or crediting your Account with the amount calculated in accordance with our standard business practices.
- 9.4** It is important to note that the execution of orders may vary depending on the system you use for trading activities. We highly recommend reviewing our Execution Policy before initiating your trading activities and periodically thereafter.
- 9.5** In response to client demand, we offer after-hours trading in certain equities, as listed in our market information sheets. This service allows clients to participate in the increased volatility of these equities following events such as the announcement of financial results or corporate actions that typically occur after the market closes. Please note that during these periods, the size and depth of bids and offers are generally thinner, leading to a higher prevalence of positive and negative price gaps. Our market information sheets are updated regularly; it is your responsibility to stay informed about which equities are available for after-hours trading. By placing orders for such equities, you acknowledge that, regardless of when they were submitted, these orders will be subject to after-hours trading and executed accordingly. Engaging in after-hours trading is entirely at your own risk.

10 TRADING CONFIRMATIONS AND ACCOUNT STATEMENTS

- 10.1** Electronic Delivery of Communications – GIV Trade is an electronic broker-dealer offering self-directed brokerage services. By consenting to electronic delivery, you agree to receive all account communications electronically.
- 10.2** Where possible, we endeavor to provide daily Account Statements electronically through our System and/or Secure Access website. These statements typically include transaction confirmations (with ticket numbers), end-of-day trading balances, and both realized and unrealized profits and losses in your Account. Please note that we may modify the format and content of these Account Statements at any time without prior notice
- 10.3** We will also provide you with periodic reports on your Account's content and value as required by Applicable Law or as otherwise agreed upon. Additionally, you can generate daily, monthly, and yearly Account reports through the System and/or Secure Access Website (where available). Furthermore, you may request Account Statements in hard copy or via email at any time by submitting a written request to support@givtrade.com
- 10.4** You acknowledge and agree that we will not send you monthly Account Statements. Therefore, it is your responsibility to generate them. We highly recommend that you review these statements at least monthly, preferably on the first day, to stay informed about your Account's trading activities.
- 10.5** Statements and confirmations of Transactions shall, in the absence of Manifest Error, Abusive Trading Strategies or grossly obvious inaccuracies, be conclusive and legally binding on you, unless we receive from you an objection in writing within two (2) Business Days of the Transaction appearing in the System. If we have notified you of any such error, we shall issue a revised Account Statement and the revised Account Statement shall be conclusive and binding on you, unless we receive your objection in writing within two (2) Business Days of your receipt of the revised Account Statement. Communications mailed, electronically transmitted or otherwise sent to you at the address specified in our records will be deemed to have been received by you in accordance with the provisions of clause 39 and you waive all claims resulting from failure to receive such communications. For this purpose, we will have ten (10) Business Days to update our records after we receive notice in writing of a different address. Your failure to receive or to electronically access an Account Statement shall not relieve you of the obligation to comply with the above procedures if you wish to raise any objections.
- 10.6** You acknowledge and accept that the posting of confirmations of Transactions through the System and/or Secure Access Website will be deemed delivery of trading confirmations and Account Statements by us to you.

- 10.7** In the event of conflict between the information relating to your Account which is available on the System and via the Secure Access Website, the information contained on the System shall prevail.

11 FEES AND CHARGES, AND OTHER COSTS

- 11.1** We will generally be remunerated for providing you with the services by charging you an amount which will be included as a markup, mark-down and/or the bid/ask spread of Instruments you buy or sell through the System. Such fees will generally be applied to your Account on a per trade basis but may also be applied on any other basis as we determine from time to time. You understand that such fees vary based on the System and/or on a daily and continuous basis depending on many factors including market conditions, currency pairs, availability of Instruments in the market etc.
- 11.2** Where your Account is holding an Instrument which is due to be credited or debited related to a dividend or similar payment, as the case may be, then your Account will be credited or debited, as the case may be, in accordance with the terms published on our website or otherwise for each relevant Instrument.
- 11.3** When trading options you may be charged an additional fee when submitting an Order to close an existing option position prior to the expiry of such option.
- 11.4** All positions which remain open after close of the business may be subject to a rollover, Swap, or overnight rate. All positions will be rolled over by debiting or crediting your Account in accordance with the daily rollover rates which are provided to us by our liquidity providers and may include a mark-up or mark-down. Rollover times, rates and swap rates vary based on the trading platform and are available on our website.
- 11.5** When funding by Card, the following terms and conditions will apply:
- a) You may be charged conversion fees by your Card provider. We are not responsible for any fees or charges issued by your Card provider or the issuing bank.
 - b) You understand that any payments made to us using a Card will be credited to your Account net such Card charges. Similarly, any refund made by us from your Account to your Card will also be net of any Card charges. Further, you understand that, unless otherwise agreed by us, any payments made into your Account by Card may not be subsequently withdrawn by cash, wire, cheque or other means and may only be returned to the Card. Accordingly, we will only accept requests to withdraw profits from the Account.
 - c) You agree and undertake not to enter into or initiate any chargeback transaction with your Card issuer and irrevocably and unconditionally forfeit any future claims to make such chargeback regardless of the Losses incurred in your Account, or your overall satisfaction with the services provided to you in relation to your trading activities.

- d) You accept full personal and civil liability for any fraudulent card transactions or purchases used to fund your Account or serve as Margin for your Account. Furthermore, you acknowledge that we reserve the right to pursue criminal or civil action to recover any fraudulently obtained funds.
- 11.6 If you have been introduced to us by a Referral Agent, you acknowledge that we may compensate the Referral Agent for their services, as well as pay all fees related to your account activities. These fees may be charged to your Account in the form of commissions, mark-ups, mark-ups, mark-downs per trade, or any other agreed-upon structure between you, us, and the Referral Agent.
- 11.7 If you have appointed an Account Manager, we will apply to your Account any management charges, performance fees, or other fees and charges as agreed between you and your Account Manager in connection with your trading activities.
- 11.8 You are liable for the payment of fees and charges specified in clauses 11.1 to 11.6. You authorize us, and where applicable, any member of the GIV, to incur charges, costs, and expenses, apply any fees, and deduct them from your Account.
- 11.9 In addition to the above clauses, we are entitled to require payment from you, with or without prior notice, for the following expenses:
 - (a) Any extraordinary disbursements arising from your client relationship, including but not limited to telephone, telefax, courier, and postal expenses, in cases where you request hardcopy confirmations, account statements, or other documents that could have been delivered electronically.
 - (b) Any expenses incurred due to your failure to meet your obligations under these Terms, including reasonable fees determined by us for reminders, legal assistance, or other related actions. Consequently, we will only process withdrawal requests related to profits from your Account.
 - (c) Any other administrative fees related to your trading activities. These expenses may be charged as a fixed amount based on actual costs, a percentage, or an hourly rate reflecting the in-house service provided. We may use a combination of these calculation methods and reserve the right to introduce new expenses.
- 11.10 If we receive or recover any commissions, costs, expenses, fees, or other amounts related to your obligations under these Terms in a currency different from that in which the amount was originally due—whether through court judgment or otherwise—you agree to indemnify and hold us harmless against any costs, including conversion expenses, and losses incurred as a result of receiving such amounts in a different currency.

12 OPERATING YOUR ACCOUNT: BASE CURRENCY, DEPOSITS, PAYMENTS AND WITHDRAWALS

- 12.1 You agree to comply with the following provisions when making payments to us:
 - (a) All payments, including deposits, must be made in immediately available funds to the account designated by us.
 - (b) Payments must be made in a Base Currency unless we agree otherwise in writing or request payment in a different currency.

- (c) All payments to us must be made in full, without set-off, counterclaim, or deduction. If withholding or deduction is required, you must pay an additional amount to ensure we receive the full sum originally due. In case of failure to meet your obligations, you will be held accountable for any resulting expenses and losses incurred by us.
- (d) Payments may be made via an approved card, crossed cheque, bank wire, or any other method specified by us.
- (e) Cash deposits are not accepted except under exceptional circumstances and subject to compliance with Applicable Law.
- (f) You are responsible for all third-party electronic transfer fees, telegraphic transfer fees, and any other bank charges, as well as any fees imposed by us based on your selected payment method.
- (g) If any payment is not received on the due date, we may charge interest on the overdue amount (both before and after judgment) at the interest rate of LIBOR +4% (applicable for the Company), calculated from the due date until full payment is made. The applicable LIBOR rate will be determined on the interest calculation date at our sole discretion, based on prevailing money market conditions.
- (h) A payment will only be deemed effective when cleared funds are received. Payments will be deemed booked and at your disposal on your Account after the next Business Day following receipt of cleared funds for domestic transfers, and after the second Business Day for international transfers. You bear the responsibility to ensure that payments made to us are correctly designated in all respects including, without limitation, your Account details where required by us.

12.2 You may request a withdrawal or transfer of funds from your Account, provided that your Account has a positive balance and the requested amount does not exceed your Available (Free) Equity.

We reserve the right, at our sole and absolute discretion, to withhold, deduct, or decline a withdrawal or transfer (in whole or in part) under the following circumstances:

- (a) You have Open Positions on the Account reflecting a Loss.
- (b) The requested withdrawal or transfer would reduce your Account balance below the amount required to satisfy your Margin Requirement in respect of your Open Positions, or we reasonably determine that funds may be required to meet current or future Margin Requirements due to prevailing market conditions.
- (c) You have any actual or contingent liability to any member of the GIV or any affiliated Service Provider, Referral Agent, or Account Manage.
- (d) We reasonably determine that there is an unresolved dispute between us and you concerning these Terms or any other agreement between us.
- (e) You instruct us to transfer funds to a third party from your Account.
- (f) We reasonably believe that processing such payment would result in a breach of, or otherwise infringe upon, any Applicable Law.

- 12.3** Unless otherwise agreed in writing by us—and subject at all times to compliance with Applicable Law—all payments from your Account shall be executed via one of the following methods: a return payment to a Card, a crossed cheque payable to you, or a bank wire transfer. Payments will not be made in cash.
- 12.4** You will be required to designate a Base Currency for each Account. We will accept Emirati Dirham, Pounds Sterling, United States Dollars, Euros, or any other currency specified by us from time to time as the Base Currency.
- (a)** All payments credited into your Account shall be converted from the currency in which they are received into the Base Currency of the Account; the provisions of this clause shall also apply to any payment made to your Account in a currency other than its Base Currency
 - (b)** All payments made from your Account shall be executed in the Base Currency of that Account, unless we agree in writing to effect the payment in a different currency; the terms of this clause shall likewise apply where any interest, costs, commissions, or other charges debited from your Account are denominated in a currency other than its Base Currency; where we consent to make a payment in an alternative currency, we will convert the relevant payment amount from the Base Currency to the agreed currency.
 - (c)** Whenever currency conversions are conducted, the applicable exchange rate shall be determined at our sole and absolute discretion, and you acknowledge that we are entitled to add a mark-up to such exchange rates.
- 12.5** Unless we notify you otherwise in writing, all payments and deliveries made by us to you shall be on a net basis. We shall have no obligation to deliver or effect any payment to you until you have provided all required documentation and cleared funds.

13 PAYMENTS RELATING TO YOUR TRADING ACTIVITIES

- 13.1** You shall be responsible for fulfilling all obligations arising from each Transaction executed on your Account, whether through the payment of the purchase price, the delivery of the relevant Instrument, or by any other means.
- 13.2** Unless we agree otherwise in writing, you agree to ensure that all payments associated with your trading activities or your Account are made on or before the date on which you place an Order with or through us.
- 13.3** If a Transaction does not settle on its scheduled settlement date, we may, at our sole discretion, temporarily credit or debit your Account as if the Transaction had been completed on that date ("contractual settlement"). However, we also reserve the right to reverse these temporary credits or debits at any time.

- 13.4** You agree to confirm all payments made to us by providing the required payment details (such as wire transfer information, SWIFT codes, or any other relevant details) upon our request.

14 LEVERAGE

- 14.1** At our sole discretion, we may agree to provide you with Leverage for trading in your Account. The terms and conditions of such Leverage may vary based on factors including, but not limited to, your account balance, trading style, trading history, experience, and any other criteria we determine from time to time. The purpose of Leverage is to facilitate funding for Transactions within your Account. By placing Orders through the System, you confirm that the use of any Leverage aligns with your financial condition, trading strategy, objectives, and overall business considerations.
- 14.2** We reserve the right, at our sole and absolute discretion, to modify, adjust, or revoke any Leverage granted to you at any time, without prior notice. You may also request a change to your Leverage requirements at any time, subject to our approval.
- 14.3** You understand and agree that:
- (a)** If you trade using Leverage, you increase your buying power but also and concurrently increase the amount of capital at risk of loss should your trading activities result in a loss.
 - (b)** Your Margin Requirements will vary based upon the amount of Leverage extended to you.
 - (c)** While the Leverage extended to you remains fixed, your Margin Requirements will adjust in response to market movements.
 - (d)** It is solely your responsibility to continuously monitor your Leverage and Margin Requirements.

15 MARGIN

- 15.1** As a condition for entering into a Transaction, we may, at our sole and absolute discretion, require you to deposit Margin as security against potential losses arising from that Transaction. You must meet all Margin Requirements immediately as a prerequisite for executing any Transaction. If your Account does not have sufficient funds to satisfy the required Margin at the time an Order is placed, we reserve the right to decline the Transaction.
- 15.2** You acknowledge and agree that we have the sole and absolute discretion to assign values to your Margin Requirements as deemed necessary. When setting your Margin Requirements, we will take into account several factors, including, but not limited to, your account balance, trading history and patterns, trading style, trading experience, the specific Instruments you trade,

potential and historical volatility of those Instruments, and other relevant market conditions. You further understand and agree that any previously applied Margin Requirements do not guarantee that the same levels will be maintained. We reserve the right to adjust your Margin Requirements, including those applicable to specific Instruments, at any time and without prior notice.

15.3 We may publish our Margin Requirements for different types of Instruments on our website. If the Margin Requirements for a specific Instrument are not available online, you should contact your Dealer for further information. Additionally, we may communicate Margin Requirements for particular Instruments through alternative channels. We reserve the right to set individual Margin Requirements for specific Transactions and for each client, including you. Furthermore, we may modify Margin Requirements at any time with immediate effect, without prior notice or explanation. You acknowledge and accept that the Margin Requirements applicable to your Open Positions are subject to change without prior notice.

15.4 You may access details of the Margin amounts you have paid or that are due to us by logging into the System or contacting a Dealer. You acknowledge that under extreme market conditions, your positions may be mandatorily closed out without prior Margin Call warnings. Therefore, you undertake to continuously monitor market conditions and reassess your ability to maintain your Open Positions.

Furthermore, you acknowledge and accept that:

- (a)** It is your responsibility to understand how your Margin Requirements are calculated.
- (b)** You are solely responsible for monitoring and ensuring that the required Margin is maintained at all times for all Transactions.
- (c)** Your obligation to meet Margin Requirements remains in effect at all times, regardless of whether we contact you regarding any outstanding Margin obligations.

15.5 You have a continuous obligation to ensure that your Account balance meets or exceeds the Margin Requirements for all your Open Positions. To avoid any doubt, you expressly undertake to maintain sufficient Margin in your Account at all times to satisfy your Margin Requirements. If you anticipate that you may be unable to meet your Margin Requirements, you should take immediate action by either reducing your Open Positions or transferring additional funds to your Account to cover the required Margin.

15.6 If at any time your account balance is insufficient to fully cover your Margin Requirements for your Open Positions, we shall have the right (but not the obligation) to issue a Margin Call Warning. Once a Margin Call Warning is issued, the required Margin is due for immediate payment. You acknowledge and accept that we operate an automatic closing function on a non-managed basis to protect your Account. For more information on our liquidation procedures, please refer to the Execution Policy.

15.7 If your account is approaching or in breach of any Margin Requirements, we may issue a Margin Call Warning in accordance with these Terms or our Execution Policy. You understand and agree to the following:

- (a)** We are not obligated to issue a Margin Call Warning to you.

- (b) If we decide to issue a Margin Call Warning, we may do so at any time via the System or any other method determined by us. It is in your best interest to keep your contact details updated with us. We will not be liable for any failure to contact you regarding a Margin Call Warning.
 - (c) If a Margin Call Warning is issued, the terms and conditions of the warning will be outlined within the warning itself. We reserve the right to modify these terms and conditions based on market conditions, with or without notice to you.
 - (d) The issuance of a Margin Call Warning does not obligate us to take any liquidation action under Clause 15.6, whether due to market changes or other factors. Additionally, we have the right to delay the liquidation of your Orders (including pending Orders) or Transactions (including Open Positions) to a later date and at conditions (such as price, level, or rate) determined at our sole discretion.
 - (e) We are not limited or restricted by the content of any Margin Call Warning if issued. We will consider the Margin Call Warning issued if we notify you electronically via the System.
- 15.8** You may satisfy your Margin Requirement and/or a Margin Call Warning by providing Margin in a form acceptable to us.
- 15.9** Margin will not be required if we have expressly agreed to reduce or waive all or part of your Margin Requirement. Such a waiver or reduction may be temporary or remain in effect until further notice. Any waiver or reduction, including the duration of the waiver or reduction, must be agreed upon in writing by us (which may include email). However, please note that any waiver or reduction will not limit, restrict, or affect our right to request additional Margin from you at any time.
- 15.10** If you have opened more than one Account with us or any member of the GIV, we reserve the right, at our sole discretion, to transfer funds, assets, collateral, or security between Accounts to satisfy Margin Requirements. This may include the need to close Open Positions or cancel Orders in the Account from which the transfer is made.

16 CREDIT FACILITIES

- 16.1** We may, at our sole and absolute discretion, agree to provide you with a Credit Facility for Transactions related to your Account. The Credit Facility is intended to offer you intra-day funding for Transactions. By requesting a Credit Facility, you confirm that its use will align fully with your financial condition, strategy, objectives, and business circumstances.
- 16.2** The terms and conditions of the Credit Facility will be determined by us and communicated to you periodically (which may include email notifications). We reserve the right, without prior notice, to amend the terms and conditions of the Credit Facility or to terminate the Credit Facility at our sole discretion. Additionally, we reserve the right to charge interest on any amount provided under the Credit Facility in connection with your Account. You agree to reimburse us for any costs, charges, or fees incurred by us in relation to providing the Credit Facility to you.
- 16.3** Unless otherwise agreed in writing by us, you agree to repay any outstanding amounts under your Credit Facility upon demand, with such demand being effective immediately as required by us.

Repayments shall be made in the currency or currencies in which the Credit Facility is denominated.

- 16.4** If you fail to make any payment due under or in connection with the Credit Facility, we may, at our sole and absolute discretion, take any of the following actions:
- (a)** Deduct any outstanding amounts from funds held on your behalf, including applying them against any Margin in your Account.
 - (b)** Withhold or set off, in whole or in part, any payment due to you against the outstanding amount under the Credit Facility.
 - (c)** Exercise our right to liquidate any investments held on your behalf.
 - (d)** Immediately close, terminate, replace, or reverse any of your Transactions without prior notice.
 - (e)** Take or refrain from taking any other actions at such times and in such manner as we deem necessary or appropriate to manage, reduce, or eliminate our exposure in relation to your Transactions

17 SECURITY

- 17.1** As a continuing security for the fulfillment of all your Secured Obligations, you hereby grant us a first-ranking and fixed security interest, with full title transfer, over all funds, collateral, or assets you have provided or may provide to us in the future, along with any funds credited to your accounts with any member of the GIV (collectively, the "Security Assets").
- 17.2** You agree to sign and complete all required documents and take any additional steps reasonably requested by us to formalize and enforce our security interest over the Security Assets.
- 17.3** You may not withdraw or replace any assets subject to our security interest without obtaining our prior consent.
- 17.4** You agree not to create or maintain any security interest over, nor to assign or transfer, any Custody Assets transferred to us, except for a lien customarily imposed on securities within a clearing system where such securities are held.
- 17.5** In addition to, and without affecting any other rights we may have under these Terms or applicable laws, you hereby grant us a lien over all property held by any member of the GIV or by any person acting on your behalf, until the full satisfaction of your Secured Obligations.
- 17.6** Any actions taken by us in relation to a Transaction during the occurrence of an Event of Default, regardless of whether we are aware of it, will not affect our right to refuse further performance in the future. Such actions will not be construed as a waiver of our right to refuse or of any other rights we may have in the event of such a default.

18 NETTING AND SET-OFF

- 18.1** It is hereby agreed that all transactions entered into between you and us—whether governed by these Terms or any other agreement—shall constitute mutual dealings and form part of a single, indivisible contractual and business relationship. This shall apply notwithstanding that such transactions may be documented separately or subject to different governing terms.
- 18.2** Without prejudice to our right to require payment from you in accordance with these Terms, we reserve the right, at any time and without prior notice, to set off any Losses incurred by us in connection with your Account or trading activities against:
- (a) any account (including any joint, corporate, or other account) that you hold with us or with any member of the GIV, in which you have a legal or beneficial interest; and/or
 - (b) any funds or investments of any nature that may be owed to you by us or by any member of the GIV, whether under these Terms or under any other contractual arrangement between you and us (or any member of the GIV).
- 18.3** If any Loss or debit balance exceeds the total amount of funds or assets held by us for or to your credit, you must immediately pay the outstanding excess to us, whether or not a demand has been made. You also authorize us to set off any amounts held by us in a joint account against any Losses incurred by that joint account. Furthermore, you authorize us to set off any Losses or debit balances arising in any account you hold with any member of the GIV against any credit balance in your Account with us, including joint accounts.
- 18.4** If any obligation you owe to us cannot be reasonably or precisely ascertained at the relevant time, we may, in good faith, make a reasonable estimate of the obligation and exercise our right of set-off based on that estimate.

19 CLIENT MONEY

- 19.1** It is our standard practice to segregate client funds from our own funds wherever reasonably practicable. We will maintain accurate and comprehensive records and accounts of all transactions and activities related to your Account. We do not claim any proprietary interest in the funds deposited with us by clients for trading purposes. To the extent reasonably possible and practicable, we will:
- (a) Ensure that all client funds are segregated from our own corporate funds.
 - (b) Ensure that our auditors are fully informed, and that our books and records clearly reflect, that all funds held in client accounts are beneficially owned by our clients and not by us.
- 19.2** You acknowledge and understand that, notwithstanding the provisions of these Terms, in the event of our insolvency, a liquidator or other insolvency official may not recognize your beneficial ownership or any other proprietary rights in the funds held in your Account. In such circumstances, you may only have a contractual claim against our insolvent estate with respect to the funds held with us.

- 19.3** By depositing funds with us, you agree that all funds transferred into your Account are solely for trading purposes and in anticipation of entering into Transactions with us. These funds are intended to secure or cover your present, future, actual, contingent, or prospective obligations to us. You should not deposit any funds with us unless they are specifically for trading purposes and to secure or cover your obligations to us, whether present, future, actual, contingent, or prospective.
- 19.4** Unless otherwise agreed in writing, you acknowledge and agree that we will not pay you interest on any funds provided to us, and you expressly waive any entitlement to interest.
- 19.5** On occasion, deposits or payments may be received into our accounts that cannot be attributed to any specific customer despite reasonable efforts to identify the source. This may occur, among other reasons, when customers initiate transfers without adhering to the prescribed deposit procedures or fail to include the required account references. In such cases, the funds will be held in a suspense account while we make reasonable attempts to identify the rightful owner. If, after a reasonable period, the funds remain unallocated, we will seek to return them to the originating bank or source of the transfer. We therefore strongly encourage you to carefully follow the designated deposit procedures and verify your Account details when initiating transfers to ensure timely and accurate allocation of your funds.

20 CLIENT ASSETS

- 20.1** When you purchase instruments that must be held by a custodian (“Custody Assets”), you agree that we will arrange for a qualified custodian to be appointed to hold and manage those assets. We are not responsible for the custodian’s solvency, actions, or omissions, unless we acted with negligence, fraud, or knowingly failed to exercise proper care in selecting the custodian. If the custodian becomes insolvent, there may be a risk to your Custody Assets.
- 20.2** Custody Assets that can be registered may be held in your name. However, subject to applicable laws and regulations governing those assets, you agree that such assets may also be registered in our name or in the name of a third party.

21 CONFLICTS OF INTEREST

- 21.1** You acknowledge and agree that we, or any member of the GIV, may have a material interest, relationship, or arrangement in connection with a Transaction carried out with or through us under these Terms. Our Conflicts of Interest Policy, available on our website, outlines the nature of such interests and how we identify and manage potential conflicts.
- 21.2** You acknowledge and understand that we are not obliged to:
- (a)** disclose to you any material interest that we or any member of the GIV may have in relation to a specific Transaction with or for you; or
 - (b)** account to you for any profit, commission, or remuneration earned or received from any Transaction or situation in which we or any member of the GIV has a material

- (c) interest, or where a conflict of interest may arise. However, at our discretion, we may choose to disclose such information to you.

22 SERVICE PROVIDERS AND EXPERT ADVISORS

- 22.1** You may choose to use any third-party trading system, course, program, software, or trading application provided by a Service Provider for trading programs, signals, advice, risk management, hosting services, or other trading support. In such cases, we will not be responsible for any agreements made between you and the Service Provider, or the absence of such agreements. You acknowledge that the Service Provider will act either as an independent intermediary or as your agent, and that the Service Provider is not an agent or employee of GIV or any member of the GIV. Furthermore, you acknowledge that the Service Provider is not authorized to make any representations regarding us or our Services.
- 22.2** We do not control, endorse, or guarantee the accuracy or completeness of any information, recommendations, or advice you have received or may receive in the future from a Service Provider. Additionally, we do not endorse or vouch for any product or service offered by a Service Provider. Since the Service Provider is not an agent or employee of GIV or any member of the GIV, it is your responsibility to carefully assess the Service Provider and consider all relevant factors before engaging their services.
- 22.3** You understand that the Service Provider you appoint may have the ability to place Orders on your behalf in your Account (for example, when using a trading signal or risk management program that automatically places Orders without requiring your prior consent for individual or bulk Orders). In all cases, the Service Provider will have access to your personal information held by us, including details of your trading activity.
- 22.4** You use the services and products offered by Service Providers at your own risk. You are solely responsible for assessing the suitability and appropriateness of such services and products based on your needs and experience. Accordingly, you understand and agree that:
 - (a) We do not support, maintain, or provide service for any product offered by Service Providers, nor for those installed or used in conjunction with the System.
 - (b) We disclaim all responsibility for connection speed, efficiency, availability, and any malfunctions between the Service Provider and the System. We also disclaim liability for any damages, including loss of funds, data, or service interruptions, arising from the use of services or products provided by Service Providers.
 - (c) We are under no obligation to review any past or current performance results published by Service Providers, nor to assess the likelihood of these results being achieved. Additionally, we make no warranty or representation that any past or future performance indicators provided by Service Providers can, will, or would have been achieved.

- (d) We make no warranty or representation regarding the suitability of Service Providers for your use, nor the accuracy, quality, or completeness of any information (including facts, analysis, recommendations, or opinions) provided to you by Service Providers.
- 22.5 The provisions of this clause 23 shall apply regardless of whether we or any member of the GIV offer, refer to, or promote a Service Provider.
- 22.6 By installing, accessing, or otherwise using services or products provided by Service Providers in connection with your trading activity on the System, including, but not limited to, charts, signals, analytical tools, or reports offered by such applications, you acknowledge and accept the disclaimer of liability set forth herein.
- 22.7 You acknowledge that your agreement with a Service Provider may result in additional costs to you, as follows:
 - (a) We may pay one-time or recurring fees or commissions to the Service Provider directly from your Account.
 - (b) If you and your Service Provider agree to compensation based on your trading activity (e.g., per-trade payments), this may result in a mark-up on your trades, in addition to the standard spread we provide. Such compensation will be deducted from your Account and paid to the Service Provider.
 - (c) If your Service Provider was introduced to us by a third party, that third party may also receive compensation based on the introduction and/or your trading activity. In such cases, you agree that the introducing third party may have access to your personal information held by us, including details of your trading activity.
- 22.8 You acknowledge and accept that frequent transactions may result in substantial commissions, fees, or charges, which may not necessarily be offset by any net profits from the relevant trades. It is your responsibility, along with the Service Provider's, to assess whether the total commissions, fees, or charges incurred from trades conducted and paid from your Account are commercially viable. As we act solely as Principal, we are not responsible for the commissions, fees, or charges paid by you to your Service Provider.
- 22.9 Commissions, fees, or charges may be shared between us, the Service Provider, and third parties.
- 22.10 Upon your request, we may provide a breakdown of the remuneration paid by you to the Service Provider, or details of the compensation scheme applied by the Service Provider to your Account(s) with us.

23 REFERRAL AGENTS

- 23.1 You may have been introduced to us by a Referral Agent. In such cases, we are not responsible for any agreement—formal or informal—between you and the Referral Agent. You acknowledge that any Referral Agent acts independently, either as your agent or as an intermediary, and is entirely separate from GIV and its affiliated entities. The Referral Agent is not an agent, representative, or employee of GIV or any member of the GIV Group and is not authorized to make any representations on our behalf or regarding our services.

- 23.2** We do not control, endorse, or guarantee the accuracy or completeness of any information, recommendation, or advice provided to you by a Referral Agent, whether past, present, or future. As the Referral Agent is not an agent, employee, or representative of GIV or any member of the GIV Group, it is solely your responsibility to assess the suitability and reliability of the Referral Agent before relying on their services.
- 23.3** You are specifically advised that any agreement between you and your Referral Agent may result in additional costs to you, as follows:
- (a) We may pay one-time or recurring fees or commissions to the Referral Agent, either directly from your Account or by us directly.
 - (b) If you and your Referral Agent agree on compensation based on your trading activity—such as a per-trade commission—this may result in additional charges, including mark-ups beyond the standard spreads offered by us. Such compensation may also be paid from your Account or by us directly.
- 23.4** You acknowledge and accept that frequent trading may lead to the accumulation of substantial commissions, fees, or charges, which may not necessarily be offset by any profits generated from the trades. It is your sole responsibility, together with your Referral Agent, to assess whether the total costs associated with your trading activity—debited from your Account— are reasonable and appropriate in light of your trading strategy. We act solely as Principal and are not responsible for the amount or structure of any commissions, fees, or charges you agree to pay to your Referral Agent.
- 23.5** You understand and agree that your Referral Agent may have access to information we hold regarding your trading activity. Additionally, you acknowledge that the Referral Agent may have been introduced to us by a third party, who may be compensated based on your introduction or trading activity. In such cases, you consent to the third party also having access to information we hold relating to your trading activity.
- 23.6** Commissions, fees, or other charges may be shared between us, your Referral Agent, and any applicable third parties.

24 THIRD PARTY ACCOUNT MANAGERS

- 24.1** You may appoint a third party of your choice to manage and operate your Account as your agent and attorney-in-fact ("Account Manager"). We bear no responsibility for any agreements or lack thereof between you and your Account Manager. You acknowledge and agree that any such Account Manager acts solely as your independent intermediary or agent and is entirely separate and independent from GIV. We hereby notify you, and you acknowledge and accept that your Account Manager is neither an employee, agent, nor representative of GIV or any of its affiliates

or members. Furthermore, your Account Manager has no power or authority to act on behalf of, or to bind GIV or any member of the GIV in any capacity.

- 24.2** We do not control, endorse, or guarantee the accuracy or completeness of any information, recommendations, or advice provided by your Account Manager. Additionally, we do not endorse or guarantee any products or services offered by your Account Manager. Since your Account Manager is neither an agent nor an employee of GIV or its affiliates, it is your responsibility to carefully assess your Account Manager's qualifications and services before engaging their services.
- 24.3** You acknowledge and agree that we do not assess, verify, or evaluate the qualifications, experience, expertise, or fitness and propriety of any individual or entity acting as your Account Manager. You further understand that we have no obligation to supervise, monitor, or review any actions or omissions of your Account Manager in connection with your Account, nor are we required to inform you of any such matters.
- 24.4** Should you choose to have your Account managed by an Account Manager, you are required to provide us with a Limited Power of Attorney, signed by both you and the Account Manager, in a format we approve. If you intend to compensate the Account Manager directly from your Account—for example, through a performance-based fee—you must also submit a compensation schedule, in a form acceptable to us, to be attached to the Limited Power of Attorney. We may, at our sole discretion, offer a standard template to assist you in setting out the terms of your agreement with the Account Manager, your Orders to us in respect of our dealings with your Account Manager on your behalf, and any related instructions.
- 24.5** Our acceptance of a Limited Power of Attorney is subject to the condition that the Account Manager opens and maintains an account with us in their personal capacity for the entire duration of their appointment as your Account Manager. The Account Manager is not required to fund this account or to execute any Transactions through it.
- 24.6** We reserve the right, at any time and at our sole and absolute discretion, to require that you assume full responsibility for managing and operating your Account. In such a case, you will be required to revoke the authorization granted to your Account Manager and personally execute all actions related to your Account. Should we exercise this right, we will provide notice to both you and your Account Manager; however, we are under no obligation to disclose the reasons for our decision. You acknowledge that you remain liable for all Orders submitted to us prior to the effective date of the revocation and accept responsibility for any losses arising from the actions or omissions of your Account Manager.
- 24.7** If you wish to revoke or amend any authority granted to your Account Manager under the Limited Power of Attorney, you must provide us with written notice of your intention. Such notice will become effective upon our confirmation, which will generally occur within two Business Days following receipt of your written notice. You acknowledge that you remain liable for all Orders

submitted to us prior to the revocation or amendment becoming effective and that you are responsible for any losses arising from the actions or omissions of your Account Manager.

24.8 We reserve the right, at our sole and absolute discretion, to refuse to accept Orders from the Account Manager in relation to the Account, whether on a one-off or ongoing basis. We are not required to disclose the reasons for such refusal.

24.9 Under no circumstances will we permit your Account Manager to transfer any portion or all of your funds outside of your accounts held with us. Additionally, we will not process any request from the Account Manager to transfer funds into your accounts with us from any source other than those accounts.

24.10 By submitting a Limited Power of Attorney to us, you:

- (a)** Authorize us to accept all Orders given by your Account Manager, whether oral or written, in relation to your Account. We are not obligated to inquire with you or any other person before acting on such Orders.
- (b)** Ratify and assume full responsibility and liability for all Orders placed by your Account Manager, including any Transactions that may result and any negative balances arising from the trading activities of your Account Manager.
- (c)** Grant us permission to communicate directly with your Account Manager concerning your Account. You acknowledge that any communication we send to your Account Manager will be considered as being received by you at the same time it is received by the Account Manager.
- (d)** You confirm that your Account Manager possesses the required power, authority, and, where applicable, the necessary regulatory or governmental approvals to give and receive Orders, notices, requests, demands, or other communications (including those related to position rolls, exercises, assignments, and deliveries) on your behalf.
- (e)** You consent to and authorize us to share with your Account Manager any information we hold about you and your Account, including personal information.

24.11 You agree to indemnify and hold us harmless from any loss, damage, or expense incurred as a result of:

- a)** Our acting on Orders from your Account Manager, where we reasonably believe that your Account Manager is acting in accordance with the terms of the Limited Power of Attorney.
- b)** The Account Manager's breach of the terms of your agreement with them.
- c)** Any action or inaction by the Account Manager.

24.12 This indemnity shall remain effective regardless of the circumstances giving rise to such loss, damage, or expense. You further agree that this indemnity extends to any loss, damage, or expense incurred by us in cancelling or amending Transactions or reversing Orders submitted by your Account Manager.

- 24.13** You acknowledge and agree that, in providing an electronic or online trading system to your Account Manager, we have the right, but not the obligation, to impose limits, controls, parameters, or other restrictions on your Account Manager's use of the system. You accept that if we choose not to impose such limits or controls, or if they fail for any reason, we will not oversee or control the Orders placed by your Account Manager. In such cases, you accept full responsibility and liability for the actions of your Account Manager.
- 24.14** You acknowledge that your agreement with your Account Manager may result additional costs to you, including:
- (a)** We will deduct from your Account any compensation (such as performance and management fees) agreed upon between you and your Account Manager, as specified in the schedule attached to the Limited Power of Attorney.
 - (b)** We may pay one-time or recurring fees or commissions to your Account Manager from your Account.
 - (c)** We may pay your Account Manager compensation based on a per-trade basis and/or depending on your trading activity. This compensation may result in you either incurring a mark-up, above the ordinary spread provided by us, or receiving a discount, below the ordinary spread provided by us.
- 24.15** You acknowledge and accept that frequent trading may lead to substantial total commissions, fees, or charges, which may not necessarily be offset by any net profits generated from such trades. It is your responsibility, together with your Account Manager, to properly assess whether the total cost of commissions, fees, or charges deducted from your Account is commercially justified. We act solely as Principal and bear no responsibility for the amounts paid by you to your Account Manager.
- 24.16** You acknowledge that your Account Manager may have been introduced to us by a third party who may receive compensation based on your introduction or your trading activity. In such cases, you consent to the third party having access to information held by us concerning your trading activity.
- 24.17** Commissions, fees, or other charges may be shared between us, your Account Manager, and third parties.

25 SUITABILITY AND APPROPRIATENESS

- 25.1** We will provide you with execution-only services under these Terms, executing Transactions and Orders solely based on your instructions without any further involvement from us. We will not offer any recommendations or advice regarding the products or services we provide. Consequently, we are not obligated to assess the appropriateness of any instrument, product, or service for you, nor are we required to do so under Applicable Law.
- 25.2** You understand and agree that we will rely on the information provided in your Application for Opening a Margin Trading Account, as well as the representations and covenants you make under

Clause 26 below. Accordingly, when placing Orders with us, you should rely on your own judgment. If you have any doubts, we strongly recommend seeking independent advice from a qualified investment adviser.

- 25.3** Furthermore, you understand and agree that we will not monitor your trading activities nor assess the suitability of the products and services offered to you on an ongoing basis.

26 REPRESENTATIONS, WARRANTIES AND COVENANTS

26.1 Representations and warranties are personal statements, assurances, or undertakings made by you to us, and which we rely upon in our dealings with you. You make the following representations and warranties upon entering into these Terms and on a continuing basis, including each time you place an Order or enter into a Transaction:

- (a) If you are a natural person, you confirm that you are of sound mind and at least 18 years of age.
- (b) You have the legal capacity, authority, and all required consents, licenses, and approvals to enter into and perform your obligations under these Terms, to place Orders and enter into Transactions, and to grant any security interests as referenced herein.
- (c) You possess the necessary knowledge and experience to understand the risks involved in trading and are capable of independently assessing the merits and risks of each Transaction.
- (d) You are financially able and willing to bear the risk of total loss of all funds deposited with us, including any additional obligations that may arise from your trading activity.
- (e) Your decision to enter into these Terms and each Transaction is made independently and based on your own judgment and, where necessary, advice from your own advisers.
- (f) Any individual acting on your behalf is duly authorized to do so.
- (g) You retain full responsibility for all investment and trading decisions. You confirm that you are not relying on any communication—whether written or oral—from GIV, its employees, or representatives as investment advice or a recommendation to enter into these Terms or any Transaction. You acknowledge that any information or explanations provided regarding the terms and conditions of these Terms or any Transaction are not to be construed as investment advice or a recommendation.
- (h) You have received, read, and understood the Risk Warning and related disclosures, and acknowledge that these do not cover all potential risks associated with trading.
- (i) These Terms, and any obligations arising under them, are legally binding and enforceable against you and do not contravene any applicable law, regulation, order, or contractual obligation to which you are subject.
- (j) Your execution and performance of these Terms and related agreements do not violate or conflict with any law or regulation applicable to you. You agree to comply at all times with all applicable laws, rules, and regulations, including those issued by regulatory bodies, exchanges, trading facilities, and self-regulatory organizations, clearing houses, and

regulatory or self-regulatory organizations, as well as any applicable policies and procedures (whether stated orally or in writing) that apply to you, your investments, and these Terms, as may be amended from time to time.

- (k) Unless otherwise agreed in writing, you are acting as principal and not as an agent or representative of any third party.
- (l) Any information you have provided or may provide to us, including any information we may reasonably request in writing regarding you or your use of the services, is complete, accurate, and not misleading in any respect.
- (m) Any information you have provided or will provide regarding your financial position or other relevant matters is accurate and not materially misleading, and you will promptly notify us of any changes to such information.
- (n) You have consistent and uninterrupted access to internet service and any email address provided in your Account opening documentation.
- (o) Unless otherwise permitted by these Terms, any funds, investments, or other assets you provide for any purpose shall, at all times, be free from any charge, lien, pledge, or encumbrance and shall be beneficially owned by you.
- (p) No Event of Default or potential Event of Default has occurred or is continuing with respect to you, and none will arise as a result of your entry into or performance of obligations under these Terms.
- (q) You are not entering into any transaction contemplated under these Terms for the purpose of making or facilitating a bet or engaging in any other speculative transaction, as defined under applicable laws and regulations.
- (r) You acknowledge that we will always act in accordance with our internal policies and applicable legislation, which may have a negative impact on you, your transactions, or your account. In doing so, we commit to acting in a commercially reasonable manner.
- (s) You are solely responsible for ensuring that any transaction you enter into under these Terms complies with all applicable laws and regulations of your country of residence.
- (t) If you are a citizen or resident of the United States of America, you certify that you meet the eligibility requirements of an "Eligible Contract Participant" of the U.S. Commodity Exchange Act, as amended.
- (u) You confirm that you are, and will remain, in compliance with all applicable anti-money laundering (AML) laws and regulations. We are obligated to adhere to AML legislation concerning you and your account. If satisfactory evidence of your identity is not provided within a reasonable timeframe, we reserve the right to suspend or terminate your account.

26.2 A covenant is a binding promise to perform specific actions. You covenant to us, on a continuing basis, that for the duration of these Terms and for as long as you maintain an Account with us:

- (a) You acknowledge that we may issue updates to the Risk Warning, which will be published on our website from time to time. You undertake to regularly consult our website to stay informed of any such updates.

- (b) Upon our request, you shall promptly provide us with any information necessary for us to fulfill our obligations under applicable laws and regulations.
- (c) You shall take all reasonable steps to comply with all applicable laws and regulations.
- (d) You will promptly notify us of any changes to the details provided during the account opening process, including but not limited to changes of address, relocation to another territory or country, and any changes or anticipated changes in your financial circumstances or employment status (including redundancy and/or unemployment) that may affect the basis on which we do business with you.
- (e) Upon request, you shall promptly provide us with all information and grant access to your books and records, including electronic records, as reasonably required to fulfill our obligations under applicable laws and regulations.
- (f) You shall ensure that all relevant investments, documents of title, transfer forms, and any required payments are delivered, paid, or transferred to us or to any party we designate in a timely manner, on or before the contractual settlement date, to enable us to settle the transaction in accordance with applicable market requirements.
- (g) You shall obtain, maintain, and comply with all necessary authorities, powers, consents, licenses, and authorizations required under these Terms, ensuring they remain in full force and effect throughout the duration of your relationship with us.
- (h) You shall promptly notify us upon becoming aware of any Event of Default or any circumstance that may reasonably be expected to constitute an Event of Default with respect to you or any member of your group.
- (i) You confirm that there are no existing, and you will not create or permit to exist, any mortgage, pledge, lien, hypothecation, security interest, or other encumbrance over any funds, investments, or other assets provided by you for any purpose, unless otherwise agreed in writing.
- (j) You shall not use our services to execute transactions involving securities issued by you or your affiliates.

27 DEFAULT AND DEFAULT REMEDIES

27.1 Each of the following events shall constitute an "Event of Default":

- (a) If we have reasonable grounds to believe that you have failed to make any payment to us or any member of the GIV, or that you are in material breach of any of your obligations to us or any member of the GIV, whether under these Terms or any other agreement.
- (b) If you fail to make any payment or delivery to us when due, including, without limitation, failure to remit funds necessary to enable us to take delivery under any transaction on the first due date, or failure to provide assets for delivery under any transaction on the first due date. If you are a natural person, upon your death or if you are declared to be of unsound mind.
- (c) If you are a natural person, upon your death or if you are declared to be of unsound mind.

- (d) If an Act of Insolvency occurs with respect to you or any of your Affiliates. An "Act of Insolvency" includes, but is not limited to, the initiation of bankruptcy proceedings, the appointment of a receiver, or any other legal action indicating an inability to meet financial obligations.
- (e) If you are unable to pay your debts as they become due, or are deemed bankrupt or insolvent under any applicable bankruptcy or insolvency law.
- (f) We determine, at our sole and absolute discretion, that your creditworthiness has materially deteriorated immediately following any of the following events: (i) You consolidate, merge with or into another entity, transfer all or substantially all of your assets (or any substantial part of the assets comprising your business) to another entity, or reorganize, reincorporate, or reconstitute into or as another entity. (ii) Any person or group of persons (whether in one or more related transactions) acquires beneficial ownership of your business. (iii) Any person or group of persons (whether in one or more related transactions) is granted, directly or indirectly through contractual arrangements, substantial influence over your business. If we reasonably determine that the continuation of these Terms would result in a violation of any applicable laws, regulations, or established market practices.
- (g) If any representation or warranty made by you is found to be materially false or misleading when made, repeated, or deemed to have been made or repeated, or if you fail to fulfill any undertaking made by you.
- (h) If you admit your inability or intention not to perform any of your obligations under these Terms.
- (i) If an event of default, termination event, or any similar event (however described) occurs under any agreement between you and us or any member of the GIV.

27.2 Upon the occurrence of an Event of Default, we may, at our sole and absolute discretion (without being obliged to do so), take any or all of the following actions:

- (a) Require you to close or liquidate any or all of your Open Positions by a specified date selected by us.
- (b) Close any Open Positions or cancel any Orders on a date specified by us and at a price specified by us.
- (c) Prohibit and prevent you from accessing or using your Account.
- (d) Suspend or in any way limit or restrict your ability to place any Order, give any instruction, or effectuate any Transaction in relation to your Account.
- (e) Modify your Margin Requirements.
- (f) Reverse any Transactions, treating them as null and void, and eliminate their effects on your Account.

- (g) Sell any of your Security Assets.
- (h) Sell, transfer, or otherwise dispose of, or create a security interest over, any or all of your securities, assets, and property that are in our possession or under our control, or in the possession or control of any member of the GIV; or enforce any guarantee provided.
- (i) Make appropriate deductions from, or credits to, your accounts with us or any member of the GIV.
- (j) Terminate these Terms immediately, with or without notice, effective on a date specified by us.
- (k) Exercise our right of set-off, allowing us to offset any amounts you owe us against any amounts we owe you.
- (l) In lieu of returning to you investments equivalent to those credited to your Account, we may, at our discretion, pay you the fair market value of such investments as of the date we exercise our rights under this clause, whether held by us or any member of the GIV.

- 27.3** In the event that we close, liquidate, or reverse an Open Position or Transaction pursuant to Clause 27.2, we will determine the amount payable (either to you or from you) resulting from such action. If any amount is due from you to us, it shall be immediately payable and constitute part of your liabilities. Where applicable, we will act in accordance with our Execution Policy.
- 27.4** You authorize us to take any or all of the actions described in Clause 27.2 at any time and without prior notice to you. You acknowledge that we will not be liable for any consequences arising from such actions. You agree to execute any documents and take any actions as we may reasonably request to protect our rights and those of the GIV under these Terms or any agreement you have entered into with any member of the GIV.
- 27.5** If we exercise our right to dispose of any Security Asset or other security, asset, or property under Clause 27.2, we will conduct such sale on your behalf without prior notice to you. The proceeds from this disposal will be applied towards satisfying your obligations to us and/or any member of the GIV.
- 27.6** For all purposes, including legal proceedings, a certificate issued by any of our officers stating the liabilities currently owed to us or any member of the GIV shall be conclusive evidence, in the absence of manifest error.

28 FORCE MAJEURE

- 28.1** Upon the occurrence of a Force Majeure Event, we will make commercially reasonable efforts to continue providing the services. We may, at our sole discretion, and if practically possible, notify you in writing that a Force Majeure Event has occurred. During the Force Majeure Event, all of our obligations under these Terms will be immediately suspended. Additionally, you agree that, in response to the situation, we may take one or more of the following actions:
- (a) Modify the normal trading hours.
 - (b) Adjust or reassess the Margin Requirements.
 - (c) Unilaterally, amend or modify these Terms and any Transactions under them, to the extent it becomes impractical or impossible for us to fulfill our obligations.

- (d) Close any or all Open Positions and cancel Orders as we deem necessary.
- (e) Take or refrain from taking any other actions we consider reasonably appropriate under the circumstances, taking into account your positions and those of our other customers.

29 MANIFEST ERRORS

- 29.1** A “Manifest Error” refers to an obvious or glaring misquote by us, or any market, exchange, price-providing bank, information source, commentator, or official upon whom we reasonably rely, which does not reflect fair market value at the time an order is placed. A Manifest Error may include, but is not limited to, inaccurate third-party or liquidity provider data or pricing, typographical errors in quotes, erroneous quotes or misquotes provided by a dealer or system due to software or hardware failures, whether communicated by telephone or other electronic means. In determining whether a situation constitutes a Manifest Error, we may consider all information in our possession, including, without limitation, information concerning relevant market conditions and any errors or lack of clarity in any information source or announcement.
- 29.2** In determining whether a situation constitutes a Manifest Error, we will act fairly towards you. However, the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract, or transaction in reliance on an order placed with us—or that you have suffered or may suffer any loss of profit, consequential or indirect loss—will not be considered by us in making this determination. We reserve the right, without prior notice, to:
- (a) Amend the details of relevant transactions to reflect a price that is on or near the prevailing market prices, as determined by us in our sole and absolute discretion, acting in good faith, to be the correct or fair terms of such transaction absent such Manifest Errors.
 - (b) If you do not promptly agree to any amendment made under (a) herein, void from its inception any transaction resulting from or deriving from a Manifest Error, or close or liquidate the transaction or any open position resulting from such transaction.
 - (c) Take or refrain from taking any action to amend the details of such a transaction or to void, terminate, close, or liquidate such transaction, as we deem appropriate.

30 ABUSIVE TRADING STRATEGIES

- 30.1** Abusive trading strategies may or may not be caused by the person benefiting from them. These strategies are generally employed by individuals who are experts in trading. They include, but are not limited to, practices such as exploiting the system to create and abuse price latency opportunities, manipulating internet or system connectivity, and trading instruments that are clearly misquoted (e.g., arbitrage).

- 30.2** You represent and warrant to us, at the time you enter into these Terms and every time you enter into a transaction or give us any other instruction, that you will not use abusive trading strategies on the system. Given the serious nature of Abusive Trading Strategies, you agree that we may, at our sole and absolute discretion, revoke transactions resulting from abusive trading strategies without prior notice to you, regardless of whether such revocation results in losses in your account or causes you to breach your margin requirements. We reserve the right to take all necessary steps, including making corrections or adjustments to your account without prior notice. For example, any transaction placed through the system that relies on price latency or an arbitrage opportunity may be modified, adjusted, corrected, rejected, terminated, or voided at any time, without prior notice, at our sole and absolute discretion. In addition, where such circumstances exist, you understand and agree that we shall not remit payments to or process withdrawal requests from you until the appropriate corrections are made to our satisfaction. When determining whether a situation constitutes an abusive trading strategy, we may consider all information in our possession, including, but not limited to, information concerning relevant market conditions and errors in the system.
- 30.3** We will not be liable to you for any loss, cost, claim, demand, or expense you may incur (including loss of profits or any indirect or consequential losses) resulting from any action we take in connection with addressing your abusive trading strategies, or any action we take or refrain from taking in relation to transactions resulting from your abusive trading strategies, except to the extent caused by our own fraud, willful default, or gross negligence.

31 MARKET ABUSE

- 31.1** When we execute a Transaction on your behalf, we may buy or sell on securities exchanges or directly from or to other financial institutions shares or units in the relevant instrument. As a result, when you enter into Transactions with us, they can have an impact on the external market for that instrument, in addition to the effect they might have on our price. This creates a possibility of market abuse, and the purpose of this clause is to prevent such abuse.
- 31.2** You represent and warrant to us, at the time you enter into these Terms and each time you enter into a Transaction or give us any other Order, that you will not place, and have not placed, any Transaction that contravenes any law or regulation prohibiting insider dealing, market manipulation, or any other form of market abuse or misconduct (including, without limitation, short selling). You will act in full compliance with all applicable laws and regulations.
- 31.3** In the event that you place any Transaction or otherwise act in breach of the representations and warranties provided in this clause or any other clause of these Terms, or if we have reasonable grounds to believe you have done so, we may, in addition to any rights we may have under these Terms:

- (a) Enforce the Transaction(s) against you if it is a Transaction(s) resulting in you owing us funds.
- (b) And/or treat all your Transactions as void if they are Transactions that result in us owing funds to you, unless and until you provide conclusive evidence, within thirty (30) days of our request, that you have not committed any breach of warranty, misrepresentation, or undertaking under these Terms.

31.4 We are entitled, and in certain cases required, to report to the relevant regulatory authority any transaction or instruction that may constitute market abuse. You may also be obligated to make appropriate disclosures, and you undertake to do so where required.

32 EXCLUSIONS, LIMITATIONS OF LIABILITY AND INDEMNITY

32.1 The exclusions and limitations of liability set out in this Clause 32 shall apply between you and us to the fullest extent permitted by Applicable Law. Subject to Clause 32.20, neither we, any member of the GIV Group, nor any third party shall be liable to you for any Losses—whether arising from negligence, breach of contract, misrepresentation, or otherwise—incurred or suffered by you or your directors, officers, or employees in connection with your trading activities under these Terms (including any Transaction or any refusal by us to enter into a proposed Transaction), unless such Loss results directly from our gross negligence, willful default, or fraud.

32.2 Without limitation, we will not be responsible or liable:

- (a) For the performance or profitability of your Account or any part thereof.
- (b) For any loss suffered as a result of computer viruses, worms, software bombs, or similar items introduced into your hardware or software via the System.
- (c) For any actions taken by us in the exercise of our rights under these Terms.
- (d) For any Loss arising from or in connection with the placement of Orders or the execution of Transactions.
- (e) For any adverse tax consequences arising from any Transaction.
- (f) For any Loss resulting from delays or changes in market conditions prior to the execution of any Order.
- (g) For any indirect, special, incidental, punitive, or consequential Losses, including, without limitation, loss of profits or revenue, loss of goodwill or reputation, loss of data, inability to use the System, business interruption, or loss of business opportunity (except where such exclusion is not permitted by Applicable Law). For any communication failures, including telecommunication network failures, distortions, or delays, whether related to the System, your Account, or otherwise.

32.3 You agree to reimburse, indemnify on demand, and hold us and any member of the GIV Group (collectively, the “**Indemnified Persons**”) harmless from and against any and all Losses arising

from any direct or indirect act or omission by you, any person authorized by you, or any person we reasonably believe to be acting on your behalf, which may be incurred by us or any member of the GIV Group in connection with:

- (a) The provision of any services or products to you under these Terms.
- (b) Any of your Accounts or Transactions, including any act or omission by any person accessing your Account using your designated Account number and/or password, whether or not such access was authorized by you.
- (c) any misrepresentation made by you or any breach or failure to perform your obligations under these Terms (including any Transaction).
- (d) your use of programmable trading systems, whether developed by you or a third party, and executed on or through the System.
- (e) Any Losses incurred by your customers where you have used the System for commercial purposes and/or submitted Orders or Transactions on their behalf.
- (f) As a result of the enforcement of our rights under these Terms or any Applicable Law, provided that this Clause 32.3 shall not apply where a court of competent jurisdiction has issued a final, non-appealable judgment determining that the Losses in question resulted primarily from the gross negligence, willful misconduct, or fraud of an Indemnified Person.

32.4 We shall not be liable for any Losses arising from any failure to perform our obligations under these Terms to the extent such failure is directly or indirectly caused by a Force Majeure Event. We shall not be required to take, or refrain from taking, any action that is wholly or partially beyond our reasonable control as a result of a Force Majeure Event. We shall not be liable to you or to your directors, officers, or employees for any partial or total non-performance, or any delay in performance, of our obligations due to a Force Majeure Event.

32.5 We shall not be liable to you for any Losses arising from a Manifest Error or from any action taken or omitted by us in relation to a Transaction, notwithstanding the existence of a Manifest Error, except to the extent that such Losses result from our fraud, willful default, or gross negligence.

32.6 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused by our negligence.

32.7 Each other member of the GIV shall be entitled to the benefit of the exclusions of liability and indemnity rights conferred on us under these Terms (whether under this Clause 32.7 or elsewhere), as if any reference to us included a reference to each such member. The consent of any other member of the GIV shall not be required for any variation, rescission, or termination of these Terms agreed between you and us in accordance with the provisions herein.

33 COMPLAINTS

- 33.1** Any complaints or objections must be submitted to GIV's Support Department either by email at **complaints@givtrade.com** or by registered mail (return receipt requested), or through other accepted electronic means. A complaint shall be deemed received only upon actual delivery. All complaints will be handled in accordance with our Complaints Policy, a copy of which is available on our website.
- 33.2** The submission of your complaint or objection regarding a Transaction or an alleged Transaction will not relieve you of your responsibility to manage your risks and mitigate any losses. Without prejudice to any other rights, we may have to close a Transaction under this Agreement, if a dispute arises with you regarding a Transaction, an alleged Transaction, or any communication related to a Transaction, we may, at our sole discretion and without notice to you, close such Transaction or alleged Transaction if we reasonably believe it is necessary to limit the maximum amount involved in the dispute. We will not be liable to you for any subsequent movement in the level of the Transaction. We will take reasonable steps to inform you of such action as soon as practicable after it has been taken. Any action taken by us under this Clause shall not be construed as an admission on our part.

34 AMENDMENTS

- 34.1** We may amend these Terms and any arrangements made hereunder at any time by providing written notice to you, which may include publishing the amended Terms on our website or sending you an email. Any amendment will take effect on the date specified by us, which shall be no less than ten (10) Business Days from the date of our amendment notice. You will be deemed to accept and be bound by the amended Terms on the earlier of:
- (a)** ten (10) Business Days after we have emailed you or published notice of the amendment on our website.
 - (b)** the date you place an Order (other than a liquidating Order) via the System.
- 34.2** If you choose to object to any amendments to these Terms or to any arrangements made hereunder, you must notify us in writing (using the contact details provided in the amendment notice) within ten (10) Business Days from the date of the amendment notice. If you do object, the amendment will not be binding on you; however, your Account will be suspended, and you will be required to close all Open Positions within a reasonable period. If you fail to do so, we reserve the right to close all Open Positions without further notice. Following the settlement of all amounts due to us, you must withdraw any remaining funds credited to your Account and proceed to close your Account.
- 34.3** Any amended Terms shall supersede any prior agreement between us on the same subject matter and shall govern all Transactions entered into after, or outstanding as of, the effective date of the amended Terms.

35 SUSPENSION AND TERMINATION

- 35.1** You may terminate these Terms at any time by providing written notice to us. You acknowledge and agree that, following termination, we may, without further notice, close out any or all of your Open Positions.
- 35.2** We may suspend or terminate these Terms and/or your Account at any time, with or without cause, and with immediate effect. Following termination, we may, without notice, close out any or all of your Open Positions. Additionally, we reserve the right, at our sole and absolute discretion, to suspend your Account and restrict your trading activity during the applicable notice period. In the event of suspension, you may be prevented from opening new Positions; however, your existing Open Positions will not be closed unless otherwise permitted under these Terms.
- 35.3** Upon termination of these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):
- (a) all outstanding fees, charges and commissions.
 - (b) any expenses incurred in connection with the termination of these Terms.
 - (c) any losses and expenses arising from the closure of Transactions or the settlement or discharge of any outstanding obligations incurred by us on your behalf.
- 35.4** The termination of these Terms shall not affect any rights or obligations that have accrued between you and us prior to the date of termination. Furthermore, any provision of these Terms which is expressly stated, or which by implication is intended, to come into force or remain in force upon or after termination shall continue to be effective in accordance with its terms.
- 35.5** Upon termination, and subject to these Terms, we will, as soon as reasonably practicable, return to you any funds or investments held in your Account(s), subject to any applicable charges and our rights of set-off. Where appropriate, a final statement will be provided to you.
- 35.6** Nothing in this clause shall limit or restrict our right to suspend or terminate these Terms as provided elsewhere herein. Without prejudice to our general right of termination under clause 35.2 above, we shall also be entitled to terminate these Terms without further notice if, despite reasonable efforts, we have been unable to contact you using your last known contact details for a continuous period of fourteen (14) days. In such case, we may, at our discretion, sell or redeem any Investments held on your behalf, apply the proceeds to settle any amounts owed to us or any member of the GIV, and issue a demand draft for any remaining balance, which shall be retained at the relevant branch for your collection.

36 JOINT ACCOUNTS

- 36.1** Where we enter into these Terms with more than one person as joint account holders (unless otherwise agreed by us in writing):
- (a) each joint account holder shall be deemed a Client, and their obligations and liabilities under these Terms shall be joint and several. This means, for example, that any one account

holder may withdraw the entire balance of the Account, and in the event of a debit balance or any debt owed to us, each account holder shall be liable for the full amount, not merely a proportional share.

- (b) Each joint account holder shall have full authority to act on behalf of all other joint account holders in all dealings with us, as though they were the sole holder of the Account, without the need for notice to the other joint account holder(s). This includes, but is not limited to, the authority to issue or receive any instructions, notices, requests, or acknowledgements, including instructions to liquidate assets, withdraw funds or investments from the Account, and/or close the Account.
- (c) Notwithstanding the authority granted under clause (b), we may, at our sole and absolute discretion, require that any instruction, request, or demand be made jointly by all joint account holders before taking any action, whether or not a reason is provided.

Any joint account holder may provide us with an effective and final discharge of any obligations owed by us under or in connection with these Terms, binding all other joint account holders.

- (d) In the case of a joint account holder that is a juristic person, upon its dissolution, we shall be entitled to treat the surviving account holder(s) as the sole remaining party(ies) to these Terms and as the sole account holder(s). The dissolved entity, through its estate, representatives, or successors, agrees to indemnify us against any Losses we may incur as a result of acting on this basis. Notwithstanding the foregoing, we reserve the right, at our sole and absolute discretion, to require satisfactory evidence of the survivor(s)' authority to act with respect to the Account.

These Terms shall remain in full force and effect between us and any surviving joint account holder(s).

37 IN THE EVENT OF DEATH

- 37.1** If you are a natural person, upon your death, any individual(s) claiming to be your legal personal representative(s) or surviving joint account holder(s) must promptly provide us with formal written notice of your death, in a form acceptable to us. This must include, without limitation, the submission of an original physical copy of the death certificate.
- 37.2** Upon receipt and verification of your death certificate, we will consider your death an Event of Default, entitling us to exercise any of our rights under these Terms, including, without limitation, the closure of any or all Open Positions in your Account. These Terms shall remain binding on your estate until terminated either by your duly appointed legal personal representative or by us.
- 37.3** No person shall be recognized as your legal personal representative until we have received all necessary legal documentation in a form acceptable to us. Upon receipt of such documentation, we will accept and execute written Orders from your legal representative(s), provided such Orders are solely for the purpose of winding down and/or closing your Account.

If no such Orders are received within six (6) months from the date we receive your death certificate, we may, at our sole and absolute discretion (without being under any obligation to do so), re-register your holdings in the name of your legal representative, re-materialize any electronic holdings, and send the holdings in certificated form to the registered correspondence address of your estate. Such actions may be subject to applicable fees and charges.

- 37.4** Any applicable charges, as agreed between us whether in writing or verbally, including those set out in any fee schedule or agreement provided to you, will continue to apply until the Account is closed.
- 37.5** Notwithstanding any provision in these Terms, if the Agreement is not terminated within two years from the date of your death, we may take appropriate action to close your Account. Your estate or legal representative(s) will be responsible for all costs incurred in this process, except where such costs result from our negligence, willful default, or fraud.

38 NOTICES AND COMMUNICATION WITH THE CLIENT (any means of telecommunications)

All notices and communications between us may be conducted using any available means of telecommunications, including but not limited to hand delivery, postal mail, courier, telephone, fax, email, secure messaging via our online platforms, or any other electronic communication method we may make available or approve from time to time.

- 38.1** We may communicate with you through any of the methods described in the introductory paragraph of this clause, using the contact details provided in your Account opening documentation or any updated physical or electronic address, fax number, or phone number you subsequently provide. You agree that we may contact you using any of these methods at any time.
- 38.2** You will be deemed to have acknowledged and agreed to the content of any notice, instruction, or other communication (excluding Transaction confirmations, Account Statements, and Margin Call Warnings) unless you notify us in writing within five (5) Business Days from the date you are deemed to have received it, as outlined in clause 38.3 below.
- 38.3** Any notice, instruction, or other communication will be deemed to have been properly given by us as follows:
- (a)** If hand-delivered, when left at your last known home or work address.
 - (b)** If sent by post to the address last notified by you to us, on the next Business Day after being deposited in the mail.
 - (c)** If communicated verbally over the telephone, immediately upon speaking with you. If we are unable to reach you by phone, we may leave a message on your answering machine. In such a case, the notice, instruction, or communication will be deemed properly delivered one hour after the message is left.
 - (d)** If sent by fax, immediately upon receiving a successful transmission report.

If sent by text message, upon successful transmission of the message.

- (e) If sent by email, immediately upon sending the email, unless we receive confirmation of a failed delivery from the relevant email provider.
- (f) If published on our website or System, as soon as it has been published.

38.4 You are responsible for reading all notices published on our website and System in a timely manner.

38.5 You may notify us by letter, fax, or email, each of which will constitute written notice. Such communications should be sent to our registered address, fax number, or email address, as specified by us from time to time and in accordance with any applicable notice requirements.

38.6 Any notice shall be deemed to have been properly given by you as follows:

- (a) If hand-delivered, when left at our registered office.
- (b) If sent by post to our registered address, upon receipt by us.
- (c) If sent by fax, immediately upon receipt of a successful transmission report.
- (d) If sent by email, one hour after the email is sent, provided you do not receive a delivery failure notification from the email provider.

38.7 All communication between us shall be in English. While we or third parties may have provided translations of these Terms, the original English version shall be the only legally binding version. In the event of any discrepancies between the original English version and any translations, the English version provided by us shall prevail.

38.8 We shall not be liable for any delays in your receipt of communications once dispatched by us, except where the delay is due to our willful misconduct, fraud, or negligence.

38.9 You acknowledge and agree that any and all conversations between you and us, or any member of GIV, may, at our sole discretion, be recorded electronically, with or without the use of an automatic tone warning device. You further consent to the use of such recordings and any transcripts thereof as evidence by us in connection with any complaint, dispute, or legal proceedings that may arise. You understand and accept that such recordings shall be our sole property and shall constitute conclusive evidence of communication between you and us.

39 INTELLECTUAL PROPERTY

All intellectual property rights, including but not limited to trademarks, logos, content, and proprietary software, related to our services and platforms, remain the exclusive property of the institution or its licensors.

Our website, System, Secure Access website, and any information or materials we provide or make available to you (including any software that forms part of these items) are and will remain our property or that of our service providers. These service providers may include those providing real-time price data. In addition:

- (a) All copyrights, trademarks, design rights, and other intellectual property rights in such items are and will remain our property (or the property of third parties whose intellectual property we use in relation to the products and services provided to your Account). These rights are protected by applicable laws and treaties, including international copyright and trademark laws.
- (b) We supply or make these items available to you under the condition that: (i) we retain the right to also supply and make them available to other persons, as we may choose, at our discretion; and (ii) we may cease providing them at our sole and absolute discretion or if required by our service providers or changes in law, regulation, or contractual obligations.
- (c) You must not, under any circumstances, copy, modify, distribute, reverse-engineer, decompile, or disassemble any part of these items, except as explicitly authorized in writing by us. You are prohibited from creating derivative works based on any intellectual property provided by us without our prior written consent.
- (d) You must not delete, obscure, or tamper with any copyright, trademark, patent, or other proprietary notices that we may have placed on or within any of these items. You are prohibited from supplying, sublicensing, distributing, or making available any part of these items to any third party without our prior written consent. Any such act will be considered a breach of these terms.
- (e) You must only use these items for the operation of your Account, in compliance with these Terms. You may not use them for any unauthorized or illegal purposes, including but not limited to infringing upon any intellectual property rights.
- (f) In the event of any breach of this section, you agree to immediately cease any unauthorized use and take all reasonable steps to remedy the infringement. You further agree to indemnify and hold us harmless against any damages, costs, or liabilities arising from your unauthorized use of our intellectual property.
- (g) Any feedback or suggestions you provide to us regarding the items, or our services will be treated as non-confidential, and we may freely use such feedback or suggestions without obligation to you.
- (h) You acknowledge and agree that, upon termination or expiration of these Terms, all rights granted to you under these Terms regarding our intellectual property will immediately cease, and you will discontinue all use of our intellectual property.
- (i) We reserve the right to take appropriate legal action, including seeking injunctive relief, in the event of a violation of these intellectual property terms.

40 CONFIDENTIALITY AND DATA PROTECTION

40.1 We may collect information, including personal data, from you during the course of our relationship. This section outlines key aspects of how we process your personal data, which you should be aware of. Please note, this overview is not exhaustive, and further details can be found

in our Privacy Policy, available on our website. The Privacy Policy should be reviewed alongside this section, as it outlines the types of personal data we collect and additional measures we take to safeguard and use your personal data. We are committed to taking reasonable steps to protect your personal information.

- 40.2** In accordance with Applicable Law, and subject to the provisions outlined below, we will treat all information we hold about you as private and confidential, even after the termination of our relationship. You agree that we, or any member of the GIV group, may:
- (a) Use your information to: (i) Verify your identity and background, both prior to and during the term of these Terms, for money laundering and regulatory compliance purposes; (ii) Administer and operate your Account, and monitor and analyze its activity; (iii) Provide services to you; (iv) Improve our operations, procedures, products, and/or services during the term of these Terms; (v) Assess credit limits or other credit-related decisions, including the interest rate, fees, and other charges applicable to your Account; (vi) Conduct statistical and other analyses.
 - (b) Use your personal data, including contact details, application information, and details of the services we provide to you and your usage, to determine which products and services may be of interest to you.
 - (c) Contact you via telephone (including automated calls), post, email, other electronic messages (such as text, video, and picture messaging), and fax, to provide information, news, events, seminars, and for promotional purposes related to our services, those of the GIV Group, and other selected third-party service providers.
 - (d) Use your personal data to comply with and cooperate with the requirements of regulators, courts, and to fulfill our legal obligations.
- 40.3** You explicitly agree that we may share your personal data with our Service Providers in connection with providing services under or related to these Terms. This may include, but is not limited to, data processors, IT service providers, platform providers, marketing services providers, credit card service providers, or any member of the GIV Group. These third parties may only use your personal data for the same purposes for which we use it. Such purposes include processing Orders, generating confirmations of Transactions, operating control systems, and managing information systems. We will implement appropriate measures to safeguard the security of your personal data.
- 40.4** In order to comply with our obligations under applicable legislation and regulatory requirements, we may be required to disclose certain information regarding you or your Account, which may include your identity. Additionally, we may respond to any requests for information pertaining to you from relevant regulatory or government authorities. You agree that such disclosures and compliance do not constitute a breach of our confidentiality obligations to you under these Terms.

- 40.5** You shall not disclose to any third party any information related to our business, finances, investments, or any other confidential matters that you may come into possession of, in accordance with applicable laws and regulations, including but not limited to data protection and confidentiality laws. You agree to take all reasonable measures to prevent any such disclosure and to comply with the confidentiality obligations imposed by these Terms and relevant legal requirements. Any unauthorized disclosure may result in legal consequences, including penalties, as per the applicable laws and regulatory requirements. In the event of a breach of confidentiality, we reserve the right to suspend or terminate our business relationship with you, as well as take appropriate legal action, in accordance with the applicable laws and the provisions of these Terms.

41 MISCELLANEOUS

- 41.1** We may, at any time and at our discretion, transfer or assign our rights, benefits, and/or obligations under these Terms to another entity or third party, provided that we give you at least ten (10) Business Days' prior written notice. Any such transfer or assignment will be subject to the condition that the assignee agrees, in writing, to be bound by and perform the obligations under these Terms.
- 41.2** Your rights and obligations under these Terms are personal to you and may not be assigned, transferred, or delegated to any third party without our prior written consent.
- 41.3** Time is of the essence with respect to all of your obligations under these Terms and any Transaction. This means that any timeframes, deadlines, or dates specified in these Terms are critical and must be strictly adhered to. Failure to meet any such time-related obligations—regardless of whether the delay is reasonable—may result in the termination of a Transaction, multiple Transactions, or these Terms in their entirety.
- 41.4** The rights and remedies provided under these Terms are cumulative and do not exclude or limit any rights or remedies available to us under applicable law.
- 41.5** We are under no obligation to exercise any rights or remedy under these Terms (including in relation to any Transaction), whether at all, at a particular time, or in a manner that is beneficial to you. Any delay or failure by us to exercise any such right or remedy shall not be deemed a waiver of that or any other right or remedy. A single or partial exercise of any right or remedy shall not preclude any further or full exercise of that right or remedy or the exercise of any other rights or remedies. Furthermore, no course of conduct or prior dealings between us shall be construed as creating any obligation on our part to act in a similar manner in the future.
- 41.6** If, at any time, any provision of these Terms is found to be illegal, invalid, or unenforceable under the laws of any jurisdiction, that provision (or the relevant part of it) will be considered severed from these Terms to the extent of its illegality, invalidity, or unenforceability. This will not affect the legality, validity, or enforceability of the remaining provisions of these Terms in that

jurisdiction, nor will it affect the legality, validity, or enforceability of the affected provision in any other jurisdiction.

You acknowledge that we operate in accordance with the local laws and regulations of the jurisdiction(s) in which we are based, including those governing working hours and public holidays. As such, our services may not be available, in whole or in part, on certain days throughout the year. You are responsible for remaining informed of our regular business hours and any scheduled closures to avoid disruption or inconvenience to your trading activities.

- 41.7** Our records shall serve as evidence of your dealings with us in connection with the services we provide, unless proven otherwise. You agree not to challenge the admissibility of our records in any legal proceedings on the basis that they are not originals, are not in written form, or are computer-generated. While you may request access to such records, the decision to provide them remains at our sole and absolute discretion.
- 41.8** The provisions of these Terms may not be enforced by any third party who is not a party to these Terms.
- 41.9** If any action or proceeding is brought by or against us in relation to these Terms or arising from any act or omission by us, you agree to fully cooperate with us in the defense or prosecution of such action or proceeding.
- 41.10** Headings and captions used in these Terms are for convenience of reference only and shall not affect the interpretation of any provision of these Terms.
- 41.11** Words or phrases importing the singular shall be interpreted to include the plural, and words or phrases importing the plural shall be interpreted to include the singular, unless the context requires otherwise.
- 41.12** These Terms are continuous and apply individually and collectively to all of your Accounts opened or reopened with us at any time, regardless of changes in our personnel or our successors, assigns, or affiliates. These Terms, including all authorizations, shall inure to the benefit of us and our successors and assigns, whether by merger, consolidation, or otherwise, and shall be binding upon you and/or your agents, personal representatives, heirs, executors, administrators, trustees, legatees, legal representatives, successors, and assigns.

42 GOVERNING LAW

- 42.1** A Transaction governed by the rules of a market shall be subject to the applicable law under those rules. Subject to such provisions, these Terms shall be governed by and construed in accordance with the laws of the jurisdiction where we are legally established or principally operate.

- 42.2** Nothing in this clause shall prevent us from initiating legal proceedings against you in any other jurisdiction that may have authority over such matters, to which jurisdiction you irrevocably submit.
- 42.3** Irrespective of your location, you agree that legal process or any other documents related to proceedings in any court may be served upon you by sending copies via registered mail to your last known address as recorded in our records. This method of service shall be deemed valid and effective, in accordance with the laws of the jurisdiction where we are legally established or principally operated, or as otherwise permitted by applicable law.
- 42.4** Where if you have been provided with a version of these Terms in a language other than English, the original English version shall be the only legally binding version for both parties. In the event of any discrepancies between the English version and any translated versions, the English version shall prevail.

43 DEFINITIONS

In these Terms, unless the context requires otherwise, the following words and phrases shall have the meanings set out below and may be used in the singular or plural, as appropriate:

“Abusive Trading Strategies” refers to trading activities conducted by you with the intention of exploiting errors, delays, internet issues, connectivity problems, or any other malfunction of the System, where the liquidity or pricing displayed on the System does not accurately reflect the current market rates.

“Account” refers to any account you maintain with us for the purpose of trading under these Terms, in which your funds or other collateral are held, and where realized profits and/or losses are credited or debited.

“Account Communications” refers to all current and future statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations, and privacy notices), and any other information, documents, data, and records related to your Account and the services provided (including amendments to this Agreement), delivered or provided by us, the issuers of the instruments in which you invest, and other relevant parties.

“Account Manager” refers to any trading agent, trading advisor, money manager, investment advisor, or similar individual to whom you have granted trading authority over your Account through a Limited Power of Attorney, which has been submitted to and acknowledged by us. If you have authorized your Account Manager to appoint other individuals to manage and operate your Account, the term "Account Manager" shall also include such individuals.

“Account Statement” refers to a periodic statement that outlines your trading activities, fees, charges, commissions, and other applicable charges, credited or debited to your Account at a specific point in time.

“Act of Insolvency” with respect to a person means that such person: (a) becomes unable to pay its debts or fails to do so as they become due; (b) makes a general assignment, arrangement, or composition for the benefit of its

creditors; (c) institutes or has instituted against it proceedings seeking a judgment of bankruptcy or insolvency (or their equivalent under applicable legislation), however described; (d) has a resolution passed for its winding-up, liquidation, or dissolution; (e) seeks or becomes subject to the appointment of a liquidator, trustee, or other official for a substantial part of its assets.

“Adjustment Event” means any event, action, or circumstance that may require an adjustment to the terms of a Transaction, including, but not limited to, changes in the market, currency exchange rates, or the occurrence of corporate actions (such as mergers, dividends, stock splits, or similar events) that affect the value or terms of the relevant Instruments or Transactions.

“Affiliate” in relation to you, means any entity that is controlled, directly or indirectly, by you. If you are not a natural person, it also includes any entity that directly or indirectly controls you. For the purposes of this definition, “control” refers to the beneficial ownership of a majority of the voting power of you or the relevant entity (as the case may be).

“Applicable Law” means any legislation (including, without limitation, constitutions, statutes, laws, regulations, by-laws, or rules), customs, usages, rulings, and interpretations issued by governmental authorities and self-regulatory organizations, exchanges, alternative trading systems, contract markets, derivatives transaction execution facilities, and other markets that we, in our sole discretion, determine to be applicable to a GIV entity providing services to you and/or to you.

“Authenticators” means any security credentials, verification methods, or authentication tools—such as passwords, security tokens, biometric data, or multi-factor authentication devices—used to verify your identity and authorize access to your Account or our services.

“Base Currency” or “Base Currencies” means the currency or currencies in which your Account is denominated, and in which all debits and credits to your Account will be made.

“Business Day” means any day, other than a Saturday or Sunday, on which we are open and operating for business.

“Card” means any debit card, credit card, gift card, or other payment card that enables you to make electronic payments through the Secure Access website, and which requires an authorization code.

“Client Contract” means the contractual agreement between you and us that governs the execution, performance, and settlement of Transactions, including all related rights and obligations under these Terms.

“Connected Person” means, in relation to any member of GIV, any person connected with GIV, including (without limitation) any entity under common control, any director, partner, manager, appointed representative, or employee of any member of GIV, as well as any person whose services are made available to any member of GIV, or any person directly or indirectly linked to any member of GIV.

“Credit Facility” means any credit or line of credit provided by us to you at any time and for any purpose in connection with your Account or trading activities. This includes, but is not limited to, situations where we credit your Account with Margin in anticipation of receiving funds from you (such as when payment is made by Card), or where we otherwise agree to credit your Account with Margin for any reason.

“Custody Assets” means any financial instruments or other assets that we hold on your behalf for safekeeping in accordance with Applicable Law, including those received or acquired by us for your account in the course of providing our services.

“Dealer” means an employee of any member of GIV who is duly authorized to receive, enter, or execute your Orders and/or Transactions, as applicable.

“Event of Default” means any event, act, or omission that constitutes a material breach of these Terms or otherwise impacts your ability to meet your financial or contractual obligations to us. It includes any situation that, in our reasonable opinion, affects the legal, financial, or regulatory relationship between you and us and may trigger our right to take protective or remedial action under these Terms.

“Exceptional Market Event” " means the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility, or a loss of liquidity in any relevant market or Instrument, or any situation in which we (or, where applicable, any member of the GIV) reasonably believe that any such circumstances are likely to occur.

"Force Majeure Event" means any event (whether actual, threatened, or anticipated) beyond the reasonable control of a party that renders the performance of all or part of that party’s obligations virtually impossible or economically impracticable, including, without limitation:

- (a) acts of civil or military authorities.
- (b) strikes, lockouts, or other labor disputes.
- (c) insurrections, riots, wars, or similar disturbances.
- (d) floods, fires, droughts, earthquakes, or other acts of God.
- (e) any Exceptional Market Event.
- (f) the imposition, introduction, amendment, or reinterpretation of any legislation, regulation, directive, or policy by any governmental, supranational, exchange, regulatory or self-regulatory authority or organization, market, or clearing house, or any failure or delay by any such entity in enforcing or applying such legislation, regulation, directive, or policy.
- (g) any event relating to power supply, internet access or routing, equipment configuration, or the reliability of connections; or the breakdown, failure, or malfunction of any transmission, communication, computer system, or trading platform, whether belonging to us, any member of the GIV Group, you, or any third party, including any settlement or clearing system.
- (h) any failure or delay by any exchange, market, clearing house, broker, or dealer in fulfilling its obligations related to any Transactions executed and/or cleared for the Account, including any delay or failure in the delivery or re-delivery of Custody Assets.

“Hedging Contract” means a contract entered into by us with a third party for the purpose of mitigating or offsetting the market risk arising from your Transactions or positions maintained in your Account.

“Indemnified Persons” means GIV, any member of the GIV Group, and their affiliates, directors, officers, employees, agents, or contractors, who are entitled to be indemnified and held harmless by you under clause 32.3 of these Terms.

“Instrument” refers to any financial asset, contract, or security that can be traded or used for investment purposes, as specified in clause 3.1 of these Terms.

“Leverage” refers to a line of credit provided by us to amplify your Margin deposit, granting you increased buying power to place Orders and maintain Transactions in your Account.

“Liabilities” refers to any obligation owed by you to us or any member of the GIV under these Terms or any other agreement, including but not limited to amounts payable on their due date or upon demand, charges, costs, fees, expenses (including attorneys' fees), losses, or other liabilities.

“Limited Power of Attorney” refers to the document through which you authorize an Account Manager or another individual to act on your behalf and/or give Orders in connection with your Account.

“Loss” or “Losses” refers to any and all losses, including: direct, indirect, special, incidental, punitive, or consequential losses; loss of profits, revenues, goodwill, or reputation; loss of data or use of the System; business interruption or opportunity; costs of substitutes, services, or downtime; damages; costs; fees (including, but not limited to, attorneys’ fees); charges; expenses; disbursements; taxes; duties; levies; obligations; penalties; claims; demands; actions; proceedings; judgments; and suits of any nature, regardless of how they arise.

“Manifest Error” refers to a clear, obvious, or easily recognizable mistake or discrepancy in the terms of a transaction, order, or contract that is apparent to any reasonable person. This could include errors in pricing, execution, or any other significant misunderstanding that deviates from the intended terms, and is typically something that can be readily identified as a mistake.

“Margin” refers to the funds or other collateral that you provide and maintain with us, which we accept as a guarantee or security for your trading activities, to support your positions or transactions.

“Margin Call Warning” refers to a demand made by us, in our sole discretion, for additional funds or collateral (Margin) to protect against potential losses or risks on current, future, or anticipated transactions under these Terms. This demand may be communicated via telephone, email, or any other form of communication.

“Margin Requirement” means the amount of Margin that you are required to deposit and/or hold with us as security for entering into a Transaction and/or maintaining an Open Position.

“Open Position” means a Transaction that has not been fully or partially liquidated or closed under these Terms.

“Order” means an instruction or request from you to buy or sell an Instrument, as per the price provided or quoted by us.

“Principal” means an individual or entity that is a party to a Transaction and holds primary responsibility for its obligations, without acting on behalf of another party.

“Referral Agent” means an individual or entity that has introduced or referred you to us for the purpose of engaging in services or entering into transactions.

“Secure Access Website” means, as applicable, a password-protected section of our website (or any other website notified to you by us) or the System, through which you can access and manage your Account securely.

“Secured Obligations” means any and all of your obligations to us (whether actual, contingent, present, or future) under or pursuant to these Terms or any other agreement with us or any member of the GIV, which are secured by collateral or other forms of security as agreed upon.

“Security Assets” refers to the assets pledged or otherwise provided as collateral to secure any of your obligations under these Terms.

“Service Provider” means a person or firm, who is not an agent of GIV or any member of the GIV Group, that provides third-party services, including but not limited to trading programs, signals, advice, risk management, or other trading assistance, which may have direct access or connectivity to your Account.

“Terms” means these Terms of Business between you and us, as may be amended from time to time.



"**System**" means the password-protected online or downloadable electronic platform through which you can trade with us under these Terms. It can be accessed and/or downloaded via any electronic means (such as a website) or device (such as a computer, tablet, or mobile phone).

"**Transaction**" means a contract or agreement involving an Instrument between you and us, which has been accepted and executed by us in accordance with these Terms.

"**Website**" means any website operated by GIV, as updated or modified from time to time.

