Giv Trade

Market Abuse Policy & Acknowledgment

MARKET ABUSE POLICY AND ACKNOWLEDGMENT

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

GIV TRADE MAY ALSO BE REFERRED TO OR WRITTEN AS "GIV TRADE," "GIV," "GIV GROUP," "THE COMPANY," "WE," "OUR," OR "US," ALONG WITH ITS SUCCESSORS (HEIRS WHERE APPLICABLE), ASSIGNS, AND ANY AFFILIATED OR CONNECTED PERSONS.

This Market Abuse Policy forms an integral part of the overall regulatory framework governing your trading account with the Company. In addition to the Global Terms and Conditions Agreement you have already signed, this document specifically outlines the rules, preventive measures, and corrective actions related to market abuse—including, but not limited to, insider trading, market manipulation, and other abusive practices. By signing or approving this document, you acknowledge that you have read and understood these provisions and agree to comply with them as a condition of maintaining your trading account. Should you have any questions or require further clarification, please do not hesitate to contact us.

1. Introduction

Market abuse—encompassing activities such as insider dealing, market manipulation, and the dissemination of misinformation—undermines the integrity and efficient functioning of financial markets. Such abusive practices may lead to artificial volatility, significant losses for investors, and a loss of public trust in the financial system.
The Company is fully committed to promoting fair trading practices and expects all Clients to comply with applicable laws and regulations, both local and international, to maintain the integrity of the market.

2. What Is Market Abuse?

Market abuse refers to activities that distort market operations, mislead investors, and create unfair trading conditions. It is defined as any behavior that:

2.1 Undermines Market Integrity

Market abuse involves the use of non-public material information or deliberate manipulation of trading to influence the market unfairly.

2.2 Types of Market Abuse

Market abuse includes, but is not limited to, the following practices:

- **Insider Dealing**: Trading based on material, non-public information.
- **Unlawful Disclosure**: Sharing confidential material information with others for the purpose of enabling trading.
- **Market Manipulation**: Actions that artificially influence the price or trading volume of a security, leading to misleading market signals and unfair trading conditions.

---

3. Client Responsibilities

When the Company executes a transaction on your behalf, you acknowledge that such transactions may influence the external market for the relevant instrument and affect the Company's pricing. Accordingly, you represent and guarantee that you will:

3.1 Market Influence and Pricing

You understand that such transactions may influence the external market for the relevant instrument and affect the Company's pricing.

3.2 Obligations

You represent and guarantee that you will:

- **Abstain from Market Abuse**: You will not engage in any transactions or behaviors that contravene any law or regulation prohibiting insider dealing, market manipulation, unlawful disclosure of insider information, or any other form of market abuse or misconduct (including inappropriate short selling).
- **Act in Compliance**: You will comply with all applicable Lebanese laws and international regulations, including but not limited to the FSC, Capital Markets Law No. 161, MiFID II, Basel III, EMIR, and AML/CFT regulations.

Any failure to honor these responsibilities may result in corrective actions being taken by the Company, including account restrictions, financial penalties, or legal action, as outlined in the Market Abuse Policy.

---

4. Market Abuse Disclaimer & Prohibited Trading Practices

To ensure fair trading practices and maintain market integrity, the following activities are strictly prohibited:

4.1 Prohibited Practices

- **Dividend Exploitation:** Manipulating trades to unfairly benefit from dividend payments.

- **Price Gap Exploitation:** Taking advantage of price gaps, particularly during market openings or closings, to secure unfair profits.
- **Hedging Between Futures and Spot Markets:** Engaging in simultaneous opposing positions in futures and spot markets to exploit market inefficiencies.
- **Double Margin Abuse:** Utilizing excessive leverage or margin to amplify positions beyond acceptable risk levels.
- **Swap Manipulation:** Abusing swap agreements to gain undue financial advantages, including exploiting triple swap credit days**.**
- **Commission Abuse:** Conducting trades primarily to generate commissions without considering market risk or client interest.
- **Churning:** Excessively trading to generate fees without benefiting the client.
- **Platform Manipulation:** Exploiting platform vulnerabilities or delays in trade execution to secure manipulated pricing.
- **Trading Latency Abuse:** Employing systems (bots, automated algorithms, etc.) to take advantage of delays in trade execution for risk-free profits.

Any engagement in these practices will be considered a violation of this Agreement. The Company reserves the right to take corrective actions, including but not limited to account restrictions, financial penalties, and/or legal action.

---

5. Market Abuse Prevention: Policies and Enforcement Measures

5.1 Swap-Free Abuse

Any form of swap-free abuse is strictly prohibited. This includes opening long and short positions on the same instrument across futures and spot markets—within a single account or across multiple accounts.

5.2 Leverage and Margin Amendments

During periods of high market volatility or uncertainty (including weekends and holidays), the Company reserves the right to adjust leverage ratios and increase margin requirements—on specific instruments or overall—either with or without prior notice. These adjustments are designed to mitigate the risk of negative balances and protect both the client and the Company from adverse market conditions.

5.3 Margin Call Management (Weekend Risk)

Accounts that fall under margin call before weekends or during illiquid periods may be subject to automatic hedging, either partially or fully, based on prevailing market conditions or relevant news. This particularly applies to positions opened late Friday before market close, where significant price gaps may occur. The Company reserves the right to take action to prevent negative balance outcomes.

5.4 Cross-Account Hedging

Opening opposing buy and sell positions across two separate accounts—especially before weekend close—with the intention of exploiting potential price gaps is prohibited. If detected, the Company may hedge or restrict both accounts to eliminate the risk of abuse.

5.5 Double Margin Abuse
Engaging in trades with excessive margin utilization ahead of weekends or expected pricing delays, with the intent of profiting from potential gaps, is considered a violation. The Company may intervene by hedging or liquidating positions as needed until the account's margin level exceeds 100%.

5.6 Trading Latency Abuse
Using trading bots (automated execution tools designed to execute trades based on pre-set strategies or algorithms), algorithms, or systems designed to exploit delays in price feeds or execution processes is strictly forbidden. Such latency arbitrage, aimed at generating risk-free profits, will not be tolerated under any circumstance.

5.7 Dividend Distribution Exploitation
Placing trades specifically during dividend events—such as initiating positions at midnight around dividend distributions on shares or stock indices—with the aim of capturing unfair cash benefits is not permitted and will be considered abusive behavior.

5.8 General Misuse of Services
Any manipulation or improper use of the Company's features and services is strictly prohibited. This includes abusing negative balance protection, swap-free account conditions, pricing discrepancies, or any promotional offers or campaigns.

5.9 Enforcement Actions
Violations of the above policies may result in one or more of the following actions:

- Immediate closure of open positions without prior notice.
- Account restrictions, suspension, or permanent termination.
- Financial penalties and/or compensation claims for incurred losses.
- Reporting the incident to relevant regulatory authorities.

---

6. Additional Market Conduct Obligations

By opening and maintaining a trading account with the Company, Clients acknowledge and agree to the following obligations:

6.1 Regulatory Compliance
Clients must fully comply with all applicable Mauritius and international laws, regulations, and standards governing financial markets and trading activities. This includes, but is not limited to, adherence to FCS, Capital Markets Law No. 161, MiFID II, Basel III, EMIR, and all applicable Anti-Money Laundering and Counter-Financing of Terrorism (AML/CFT) regulations.

6.2 Prohibited Trading Practices
Clients must refrain from engaging in any form of market manipulation or unethical trading behavior, including but not limited to:

- Insider trading,
- Spoofing, layering, and wash trading,
- Latency arbitrage or technological exploitation,
- Any strategy intended to manipulate prices or circumvent regulations.

6.3 Activity Monitoring and Enforcement

Clients acknowledge that the Company continuously monitors trading activities to ensure fairness, transparency, and compliance. The Company reserves the right to take corrective action—such as restricting accounts, reversing transactions, or reporting to regulators—where suspicious or prohibited behavior is detected.

---

7. Enforcement, Monitoring, and Amendments

7.1 Monitoring of Trading Activity

The Company continuously monitors all client trading activity to ensure compliance with this Agreement and applicable regulations. If suspicious behavior or potential market abuse is detected, the Company reserves the right to act without prior notice.

7.2 Enforcement Actions

In cases of suspected or confirmed violations, the Company may take one or more of the following actions:

- **Restrict Account Access** – Temporarily or permanently limit access, suspend trading privileges, or close open positions.
- **Implement Financial Penalties** – Apply fines, fees, or charges as appropriate.
- **Terminate Trading Accounts** – Permanently close the client's account if the breach warrants such action.
- **Legal Escalation** – Report violations to regulatory bodies or law enforcement authorities for further investigation or prosecution.

7.3 Policy Amendments

The Company reserves the right to amend these Terms and Conditions, including the Market Abuse Policy, at its sole discretion, at any time, without prior notice and without being obliged to obtain the Client's consent. In the event of significant changes, the Company will make reasonable efforts to inform Clients. However, the Client's continued use of the trading account following any such amendments shall be deemed as full and unconditional acceptance of the updated terms, whether or not the Client has reviewed them.

7.4 Abusive Trading Strategies and Consequences

You must not engage in any trading strategy that takes unfair advantage of the Company's systems, pricing, or execution processes. This includes, but is not limited to, latency arbitrage, price manipulation, feed abuse, or any activity that exploits technical or pricing discrepancies in the platform. Such behavior is considered abusive and is strictly prohibited.

If you engage in any form of abusive trading — whether intentional or not — the Company reserves the right, at its sole discretion and without prior notice, to take one or more of the following actions:

- Cancel or adjust any trades executed under such conditions.
- Suspend or permanently disable your trading account.
- Remove any profits gained through such activities.

- Delay or reject your withdrawal requests pending a full investigation.
- Impose financial penalties or adjust your account balance accordingly.
- Report the matter to relevant regulatory authorities if required.

You understand and accept that the Company will determine, at its sole discretion, whether your trading activity falls under abusive practices. This determination may be based on internal analytics, historical data, market behavior, or any other information available to the Company.

The Company will not be held liable for any losses you incur as a result of these actions, unless it is proven that such losses were caused solely by the Company's gross negligence, fraud, or willful misconduct.

---

8. Client Acknowledgment and Consent

By signing below, you confirm and acknowledge:

- **You have carefully read, fully understood, and agree to the terms and conditions set forth in this Agreement, including all provisions related to market abuse prevention and trading conduct.**
- **You accept full responsibility for complying with these rules and understand that any violation may result in account restrictions, financial penalties, and/or legal action.**
- **You understand that this document is part of the overall regulatory framework provided by the Company and is not a standalone or independent agreement. It is a supplement to the other documents you have signed.**
- **Your agreement or disagreement with this document does not invalidate, override, or affect the legal validity or enforceability of other documents you have previously signed, and vice versa — the other documents do not invalidate or override this one.**
- **You acknowledge that certain clauses in the other documents you have signed may address the same subjects covered in this document. This document may offer additional clarification, supplemental information, or updates to those clauses. Furthermore, additional provisions on similar topics may be introduced in future documents, which you may be required to review and sign.**

Acknowledgment of Agreement

You understand that by either signing a hard copy of this Agreement or by approving the terms during the online account opening process and completing your registration, you are acknowledging and agreeing to the terms set forth in this document—even without a physical signature. Additionally, your access to and continued use of the Company's website, including the opening and maintenance of a trading account, constitutes your binding agreement to comply with these terms.

Client Name: _____

Signature: _____

Date: _____

This document is also available on our website for your regular reference. Please review it periodically to stay informed of any updates or modifications.

By opening and maintaining a Trading Account with the Company, you commit to upholding the highest standards of market integrity, contributing to a fair and transparent trading environment.
