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Direkt Prime (“DP”) is a trading name of RGL Capital (Mauritius) Limited (a company incorporated in Mauritius under company number C120722 GBC and FSC registration number C114012695 whose registered office is at The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebène, Republic of Mauritius (hereinafter the “Company”).

These Terms and Conditions applies to the operation of your Client Account with us, together with any Appendices and the following documents, as amended from time to time: AML Policy, Restricted Countries Policy, Risk Disclosure, Conflict of Interests Policy, Privacy / Data Protection Policy, Complaints and Dispute Policy and Online Security Notices and any other documents that are posted on Company’s website or communicated to the Client otherwise (together, the “Client Agreement” or the “Agreement”) set out the terms upon which the Company will offer Services to the Client. By registering as a user, or by accepting these Terms and Conditions you consent and agree to be bound by the terms and conditions of all the above-mentioned documents and you acknowledge that you have read and understood the provisions provided therein. For this reason, you are advised to read all the above-mentioned documents which form the Agreement and any other letters or notices sent by the Company carefully, as well as the various documents found on our Website and make sure that you understand and agree with them.

Among others we may provide trading services in relation to securities and other transferable instruments, CFDs, and other OTC derivatives such as swaps, options, and futures. These services and related Trades are complex, and you should not use our services unless you understand what you are doing. Any deposit with us is at risk of being lost as a result of the Trades you place. Deposits do not limit the amount of your losses and you can quickly sustain losses in excess of any deposit you may have made. If you do not pay us any amounts you owe us, we can close your Open Positions immediately and without notice. You are responsible for all losses sustained as a result of your trading. Trades (and resulting profits and losses) are legally enforceable. It is in your own best interest to make sure you understand the losses that can arise from your trading. If you are not prepared to accept all of the above, then you should not trade with us. Please read our Risk Disclosure Notice.

1. PARTICULARLY IMPORTANT TERMS

- 1.1. Some terms are so important that we wish to draw them specifically to your attention. It is especially important for you to read the below and make sure you understand them. If there is anything you are not clear about, please call Client Services on +230 460 0570 or email them at compliance@direktprime.com.

1.2. Please note that words and phrases with capital letters have the meanings given to them in the [definitions clause](#).

2. AVAILABLE FUNDS, MARGIN AND RISK LEVEL

2.1. This clause sets out how to calculate (and some of the effects of) Available Funds, Margin and Risk Level. It is your responsibility to make sure you understand how to calculate these and their effect on your Trades.

2.2. Available Funds

(a) Available Funds are the sum of:

(i) Account Balance;

(ii) plus any positive Open Position P&L;

(iii) less any negative Open Position P&L;

(iv) (the total of (i), (ii) and (iii) is called your **Total Account Equity**);

(v) less the total of all Margin on all Open Positions on your Account (**this is your Total Margin**).

(b) In order to place a Trade which creates an Open Position there must be a positive balance of Available Funds in your Account at least equal to the Margin required in connection with the Trade you wish to place. If not, you will not be able to place that Trade unless you deposit sufficient funds into your Account so that this requirement is met. The Margin requirements for different types of underlying assets are displayed on the Platform. However, the Company reserves the right at its sole discretion to determine specific Margin requirements for individual Position, as required.

(c) Your Total Account Equity must at all times be equal to or higher than your Total Margin and you must deposit sufficient funds to ensure that this is the case. If your Total Account Equity is not at least equal to or higher than your Total Margin, then we can close your Open Positions. See the clause: [Can DP close your Open Positions and cancel Orders?](#)

2.3. The Company's Margin requirements shall apply throughout the term of this Agreement. It is the Client's responsibility continuously to ensure that sufficient Margin is available on the Trading Account at any time. If, at any time during the term of this Agreement, the Margin available on the Trading Account is insufficient to cover the Margin requirement, the Client is obliged to reduce the volume and/or number of Position(s) or transfer adequate funds to the Trading Account. Even if the Client takes steps to reduce the volume and/or amount of its Position(s) or to transfer sufficient funds to, and subject to applicable legislation and/or regulation, the Company may close one, several or all of the Client's Position or part of them at its sole discretion without assuming any responsibility towards the Client for such action.

2.4. The Client is specifically made aware that the Margin requirements are subject to change without notice. The Client acknowledges that the Company will not monitor the Margin requirements on a continuous basis, and the Company shall not be obliged to inform the Client of the amount of any Margin required under this Agreement.

2.5. The Company exclusively reserves the right to widen its variable spreads and/or commissions and fees, adjust leverage, change its swap rates and/or increase the margin requirements and/or the minimum and maximum exposure, without notice under certain market conditions and/or the characteristics of Client's

order and/or trading style including, but not limited to, when the trading desk is closed, around fundamental announcements resulting a change in available liquidity in the markets, at times of extreme market volatility and/or when the Company deems that such exposure is risky and that it is not possible for the Company to mitigate its risks. In such circumstances, the Customer agrees to indemnify the Company for any and all losses that may occur due the widening of spreads and the adjustment of leverage.

- 2.6. The Client has the right to withdraw its own funds which are not used for margin covering, free from any obligations (i.e., Free Margin) from the Client's Account without closing the said account. Whilst having open positions, the Client can withdraw up to a percentage of Free Margin as the Company might determine from time to time at their absolute discretion, to protect the Account of being subject to margin Stop Out. It is provided that any credit amount provided by the Company to the Client shall not be included in the Free Margin and will not be available for withdrawal.
- 2.7. Without derogating from the generality of the above, the Company shall have the right at any time and without being required to inform the Client, to set off any negative balance on any Trading Account, against money and/or assets that is in another Trading Account of the Client.
- 2.8. With regards to dealing in Securities, in the event that after debiting any charges in respect of the Services provided in Securities the balance of the Account turns to be a negative and the Client fails to cover such negative amount for 14 (fourteen) days from the date the Account balance became negative, then the Company shall have the right to liquidate part or all of the Securities held on behalf of the Client, in order to cover such negative balance.
- 2.9. Risk Level required to maintain Open Positions
 - (a) Risk Level is defined as the ratio of Total Account Equity to Total Margin, expressed as a percentage. To assist you:
 - (i) Total Account Equity is Account Balance, plus any positive Open Position P&L and less any negative Open Position P&L;
 - (ii) Total Margin is the total of all Margin in respect of all Open Positions on your Account.Your Risk Level, Total Account Equity and Total Margin will be displayed on the Trading Platform or communicated to you otherwise.
 - (b) Depending on the Risk Level of your Account we may be entitled to close your Open Positions and cancel your Orders without notice to you. Please note that this is in addition to any other rights we may have to close your Open Positions and cancel your Orders in accordance with the Terms.
 - (i) The minimum Risk Level you must maintain in respect of your Account differs depending on your type of Account. Should your Account funds reach a Risk Level equal or less than a percentage as specified in the Platform or communicated to you otherwise (Stop Out Level) you have to maintain sufficient funds in your Account so that the Risk Level is at all times higher than the percentage specified;
 - (c) if the Risk Level is at any time at the percentage specified or lower, then:
 - (i) we have the right (but not the obligation) to close all your Open Positions without warning and not just those to restore your Risk Level to higher than the percentage specified. All closures will be affected by the Platform at the Price when it is reasonably able to do so at the first Price, we are reasonably able to offer on the relevant Markets.

(ii) we have the right (but not the obligation) to cancel all your Orders without warning.

(d) Please note:

(i) it is your responsibility to monitor your Account (in particular Risk Level) and to ensure that your Risk Level meets the above requirements;

(ii) Open Positions will be closed at the DP Price prevailing at the time of closure;

(iii) We are not required to give you prior notice of the closure of Open Positions and/or cancellation of Orders in accordance with this clause. DP is only required to give notice or contact you before closing your Open Positions or cancelling your Orders as set out in the [Can DP close your Open Positions and cancel Orders?](#) clause, and DP is not otherwise obliged to do so;

(iv) we will inform you via in the Trading Platform (as soon as reasonably practicable) if we have exercised the above rights.

2.10. If the Client has opened more than one Accounts, the Company is entitled to transfer money from one Account to another, even if such transfer will necessitate the closing of Position(s) or other trades on the Account from which the transfer takes place.

3. OTHER AMOUNTS PAYABLE

3.1. Financing charge on CFDs

(a) A daily financing charge applies to all CFDs. Whether you pay or receive the financing charge depends on what you are doing:

- in the case of any other CFD Long Position to which a financing charge applies, you pay the financing charge to DP; or
- in the case of any other CFD Short Position to which a financing charge applies, we pay the financing charge to you unless the relevant 1-month LIBOR interest rate is less than DP's interest mark-up, in which case you pay the financing charge to DP (and in the latter case the interest rate will be the difference between the 1-month LIBOR rate and DP's interest mark-up).

3.2. The financing charge:

(a) accrues on a daily basis (including weekends and public holidays);

(b) accrues in respect of Open Positions that are open at 5pm Eastern Time;

(c) is not payable in respect of a Trade that is opened and closed on the same day before 5pm Eastern Time;

(d) is debited or credited to each individual Open Position that is open at 5pm Eastern Time. The amounts so credited or debited are called the Swap Amount. The Swap Amount constitutes part of Open Position P&L. Swap Amounts are only debited or credited to your Account when the relevant Open Position is closed.

(e) in respect to other Platforms offered by DP (other than MT4), is debited or credited to your Account daily

3.3. Commissions

- (a) On some Trades you have to pay us a commission charge, both when you open and when you close an Open Position. Some Trades are also subject to a minimum commission charge.
- (b) Any commission payable by you will be debited from your Account.

3.4. Dividend adjustments

- a) A dividend adjustment may apply to certain types of equity and index CFDs.
- b) Whether you pay or receive the dividend adjustment depends on what you are doing as follows:
 - (i) in the case of a CFD Long Position, we pay the dividend adjustment to you, net of tax that we are obliged by law to withhold, and it will be credited to your Account;
 - (ii) in the case of a CFD Short Position, you pay the gross dividend adjustment to us and it will be debited from your Account.
- c) Please note that the dividend adjustment does not apply to all equity and index CFDs.
- d) Payment of the dividend adjustment in relation to CFDs may also be subject to tax laws applicable to the jurisdiction of such equities.

3.5. Short borrowing charge

- a) If you hold a CFD Short Position in respect of an equity and the amount of the relevant equity available in the Underlying to borrow becomes limited or in short supply, as a result of which market participants charge higher borrowing rates, then we reserve the right to charge you a short borrowing charge, to take account of the relevant higher borrowing rates.
- b) Short borrowing charges are subject to fluctuation and are at the discretion of lending market participants.

3.6. Financing, commissions, dividend adjustments and short borrowing charge: general information.

- a) The applicable financing and commission charges (including any minimum commission) that apply to you, are communicated to you by the Company from time to time.
- b) Where short borrowing charges are incurred, the calculations of the charges will be obtained from the relevant third parties and made available to you as soon as reasonably practicable.
- c) Where we have reasonable grounds to consider that you, (whether acting alone or in concert with other parties), are holding Open Positions purely to benefit from the payment of the financing charge to you, then we can with immediate effect, give notice to you, to cease payment of the financing charge to you in respect of those Open Positions.

3.7. DP can vary:

- a) how the financing charge, commissions and dividend adjustments are calculated; and
- b) the types of Trades to which financing, commissions, dividend adjustments and short borrowing charges are applied.

The above changes will apply to existing Open Positions as well as any Trades you place after any variation to the charges becomes effective. Any variation to the charges will apply from such date as we specify, but:

- (i) we will give you at least 1 Business Day notice of any such change, subject to DP's other rights in this Client Agreement to effect such changes sooner;
 - (ii) if a Corporate Action, an Event Outside Our Control, Manifest Error and/or a Market Disruption Event occurs we can make such changes with immediate effect.
- 3.8. Charges in respect of the Services Provided when the Client is dealing in Securities will be levied among others in accordance with Company's and/or Third Party rates in effect at the time the charges are incurred or as otherwise notified to the Client verbally or in writing prior to dealing, and all such charges together with fees, brokerage commissions and other charges will be due and payable on demand and, for the avoidance of doubt, the Company shall be entitled to debit such fees and expenses from the Account Balance. If after debiting such fees and expenses, the balance of the Account turns to be a negative and the Client fails to cover such negative amount, then the Company shall have the right without providing prior notice to the Client, to liquidate part or all of the Securities held on behalf of the Client, in order to cover such negative balance.

4. HOW ARE PROFITS AND LOSSES CALCULATED?

4.1. CFDs

a) Profits and losses on CFDs are calculated as follows: -

- (i) (trade size on closing multiplied by (difference between the closing DP Price and the opening DP Price of the relevant Trade);
- (ii) less all amounts payable by you to us in relation to that Trade, such as commission, financing, dividend adjustments and short borrowing charges;
- (iii) plus, all amounts payable by us to you in relation to that Trade, such as financing charge and dividend adjustments.

4.2. It is in your own best interests to make sure you know how to calculate profits and losses.

4.3. Note that:

- a) profits and losses on Open Positions will not be credited to or debited from your Account Balance, but profits and losses on closed positions will be credited to or debited from your Account Balance;
- b) Marked to Market profits and losses and the Swap Amount are taken into account to calculate Total Account Equity and Available Funds; and
- c) all amounts payable to or from you, by or to DP, will be credited to or debited in your Account.

4.4. With regards to Options trading, When opening an Option position, the relevant amount of cash equivalent to the premium required to open such position, will be deducted from the Client Account Balance.

4.5. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account all transaction costs. If the option is on an equity, assignments take priority

over applicable Corporate Action elections. If the purchased option is Out of The Money when it expires, you will suffer a total loss of your investment, which will consist of the option premium plus transaction costs.

5. DEPOSITS AND WITHDRAWALS

- 5.1. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and amended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Trading Account offered to the Client.
- 5.2. A Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time.
- 5.3. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client and/or block the Client Account and/or refuse to proceed with any withdrawal requested in any of the following cases:
 - i if the Company is not duly satisfied as to the legality of the source of funds;
 - ii if the Client fails to provide the Company with any relevant documents it requests from the Client for client identification purposes or for any other reason or the Company is not satisfied on the documentation made available by and for the Client;
 - iii if the Company reasonably suspects or has concerns that the submitted documents may be false or fake;
 - iv if the Company reasonably suspects that the Client is involved in illegal or fraudulent activity;
 - v if the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen;
 - vi where the Company reasonably considers that there is a chargeback risk for any other reason; or
 - vii when the Client performs deposits that are considered as per the absolute discretion of the Company, large and/or inconsistent and/or create suspicion of money laundering and terrorist financing, and/or when the Company is unable to verify the source,
 - viii when the acquiring bank, issuer bank or any third-party processor or payment service provider rejected the transaction
- 5.4. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make an investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 5.5. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client by email or in any other method accepted by the Company from time to time.
- 5.6. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, after the Client completed the withdrawal process, the Company shall initiate such withdrawal within one to five Business Days, if the following requirements are met:

- a) the withdrawal instruction includes all required information and identification details of the Client as may be required by the Company;
 - b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;
 - c) the account where the transfer is to be made belongs to the Client;
 - d) at the moment of payment, the amount specified in the withdrawal instruction including all payment charges, is at least less than 90% (or any other percentage the Company may determine from time to time at its sole discretion) of the Client's Free Margin plus any other amount due to the Company (it is provided that any credit amount provided by the Company to the Client shall not be included in the Free Margin and will not be available for withdrawal);
 - e) there is not an Event Outside Company's control which prohibits the Company from effecting the withdrawal;
 - f) the Client does not have any Open Positions or in the case if any Open Positions the remaining Balance in the Account shall be at least double the necessary Margin required to keep the positions open;
 - g) the Client sends the withdrawal instruction in an email or in any other approved method by the Company from time to time.
- 5.7. You are not necessarily entitled to withdraw from your Client Account the amount of any positive Balance. Subject as mentioned below the amount you are entitled to withdraw from your Client Account is your Client Account Balance less deduction of the following amounts:
- (a) Marked to Market losses;
 - (b) Total Margin;
 - (c) Swap Amount debits;
 - (d) any financing charge, commission, dividend adjustment, short borrowing charge, currency conversion costs or other amounts that under the Terms are payable by you in respect of your Client Account (including on Open Positions), but that has not yet been debited from your Client Account;
 - (e) any other amounts you owe us under the Terms (e.g. realised losses). These amounts will be debited from your Client Account;
 - (f) any amounts you owe us in relation to any other Account you have with us or on any other grounds; and
 - (g) an amount determined by DP (acting reasonably) in respect of any dispute between you and DP (and/or any Associated Company), pending resolution of that dispute.

Please note that DP is also entitled to stop you withdrawing from your Client Account and/or Trading Account such amount as DP specifies (acting reasonably) to take account of losses (in respect of a Market that is currently outside Trading Hours) that may arise following the opening of Trading Hours in respect of that Market. In addition, you are not in any event entitled to withdraw profits on Open Position P&L.

- 5.8. If, after we have debited and withheld the amounts referred to above from your Client Account:

- (a) there is a positive balance on your Client Account, then you are entitled to be paid that positive balance. Payment is not automatic. You need to contact us and request payment; this can be done using the Client Portal. We can deduct any bank charges we incur in making a transfer to you; or
 - (b) there is a negative balance on your Client Account, that amount (but excluding the amount withheld by DP as above in respect of disputes and/or a Market outside Trading Hours) is due and payable by you to DP immediately.
- 5.9. In relation to the payments you make or are to make to DP:
- (a) if you pay us in a currency other than your Base Currency, you may be subject to conversion charges as set out in the currency conversion clause;
 - (b) we do not accept payments from third parties or anonymous payments;
 - (c) we do not accept payments in cash;
 - (d) you can pay by immediate bank transfer to us;
 - (e) your Client Account will only be credited by the net amount actually received by us, net of any bank charges or other costs of transfer.
- 5.10. The Company at its own discretion reserves the right to refuse and decline any withdrawal instructions for any other reason it deems appropriate. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.
- 5.11. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.
- 5.12. The Client acknowledges that the Company cannot be held liable for how many days it takes from the sending bank, or other Financial Institution, or third-party payment solution providers, to send funds to the Company and/or to the Client, as the case might be, and the time the Company or the Client shall receive the funds.
- 5.13. The Client is solely and fully responsible for payment details that are given to the Company and the Company accepts no responsibility for the Client's funds, if any payment details are proved to be wrong or lacking. The Company shall not be liable for any funds not deposited directly into the Company's bank accounts. Mistakes made by the Company during transfer of funds shall be rectified by the Company. It is understood that should the Client provide wrong instructions for a transfer; the Company may be unable to correct the mistake and the Client may have to suffer the loss. It is further understood that the Company shall not be liable for any mistakes of third-party payment service providers.
- 5.14. In the event that any amount received in the Bank Clients' Account is reversed by the Bank Clients' Account provider at any time and for any reason, and in the event of a chargeback received with respect to any of the Client's deposits from a credit card issuer or other payment method for any reason, the Company shall have the right to immediately and without any notice freeze the Client Account and/or Trading Account and/or Payment Wallet, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, immediately terminating any or all existing Positions, charging the Client's Balance for the chargeback amount including all related costs, terminating this Agreement and/or any other means it is allowed or required, subject to Applicable Regulations. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.

- 5.15. Payments by us to you will be made to the bank account from which you made payments to your Client Account. However, to the extent that a payment by us to you represents realised profits, we will pay these to a different bank account that is in your name (subject to compliance with Applicable Laws and the Regulatory System, for example, in relation to anti-money laundering).
- 5.16. We will not provide any credit, loan or other financial accommodation to you unless agreed in advance.

6. PLACING TRADES

- 6.1. You can place a Trade using the Trading Platform. To do this you must log onto your Account. If we are able to quote you the DP Price (for the relevant Market) it will be displayed on the Trading Platform. You decide whether you want to offer to place a Trade at the DP Price. By clicking on the relevant icon and completing all other relevant fields you can offer to do so. However, you will not have placed a Trade unless we accept your offer.
- 6.2. If you are unable to access the Trading Platform, then you are permitted to place a Trade and via telephone call or other means such as WhatsApp, Bloomberg Messenger and Telegram, by using his Access Data and/or provide any essential details that might requested by DP. All Instructions, requests or Orders received by such other means will be binding as if received in writing. The property of all recordings shall be and remain the sole properties of the Company and will be accepted by the Client as conclusive evidence in case of any legal dispute and/or complaint.
- 6.3. Your Trade will only be regarded as having been accepted by us if our representatives tell you that it has been accepted or if a specific confirmation message is sent to you (via the Trading Platform or by such other means) confirming that your Trade has been accepted. If you are in any doubt as to whether a Trade has been accepted, you should immediately contact us via our Dealing Desk, Client Services.
- 6.4. Before you offer to place a Trade, make sure you understand all the specifications and rules that apply to the relevant Market.
- 6.5. Right to reject your offer to place a Trade.
- a. Without prejudice to any other provisions herein, DP is entitled, at any time and at its discretion, without giving any notice or explanation to the Client to restrict the Client's trading activity, to cancel Orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, acting reasonably and in good faith, in circumstances that include but are not limited to the below:
- (i) you do not have Available Funds equal to or greater than the Margin required in respect of the Trade you wish to place;
 - (ii) the DP Price is no longer tradeable or valid; for example, in times of low liquidity or high volatility;
 - (iii) we have reasonable grounds to consider that the applicable DP Price is subject to latency;
 - (iv) we have reasonable grounds to consider that you (whether acting alone or in concert with other parties, and irrespective of whether contra positions are held with other firms), are making such offer purely for the purposes of arbitrage;
 - (v) there is suspicion that the Order could be (and/or you are otherwise) in breach of the Applicable Laws, the Regulatory System or the Terms, including the market abuse clause and/or the abuse of our systems clause;

- (vi) There is a suspicion that you are engaged in money laundering activities or terrorist financing or the Order aims to legalize the proceeds from illegal acts or activities (i.e., money laundering or terrorist financing),
- (vii) if an Insolvency Event has occurred in relation to you;
- (viii) if an Insolvency Event has occurred in relation to the Underlying to which your Trade relates;
- (ix) if a Corporate Action has occurred in relation to the Underlying to which your Trade relates;
- (ix) if you have not paid us on time any amount you owe us (in respect of any Account you may have with us or otherwise);
- (x) if the proposed Trade is not at the DP Price or within the appropriate minimum/maximum bet/trade sizes or other limits imposed;
- (xi) if you die or become a patient under mental health legislation (or we have reasonable grounds to think that you have done so);
- (xii) if an Event Outside Our Control or a Market Disruption Event has occurred;
- (xiii) if the proposed Trade is subject to Manifest Error;
- (xiv) The Company acts as an agent to the Clients orders and received limitation from third parties in relation to such orders
- (xv) Internet connection or communications are disrupted;
- (xvi) where the legality or genuineness of the Trade is under doubt;
- (xvii) It is impossible for the Order to be executed due to condition of the market, customs of a trading volume;
- (xviii) your Account has been suspended, but in this case you will be allowed to Trade (during the period of the suspension) to the extent necessary to close any Open Positions (without creating any new Open Positions) and to execute Orders in place prior to suspension that when executed increase your Available Funds. Orders that on execution would reduce Available Funds will not be executed during the period of suspension;
- (xix) Whenever the Company deems that the transmission of the Order for execution and/or execution of the Order affects or may affect in any manner the reliability or smooth operation of the Company's Trading System our impair its duties and obligations, Benefits - Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, delisting's, etc.). Depending on the circumstances of each event the Company may close out any Open Positions at the market price immediately prior to such an event taking place.
- (xx) your Account has been closed or any notice has been given to close your Account, but in these cases you will be allowed to Trade to the extent necessary to close any Open Positions (without creating any new Open Positions) and to execute Orders in place prior to closure or notice of closure that when executed increase your Available Funds. Orders that on execution would reduce Available Funds will not be executed after such closure or notice of closure and those Orders will be cancelled.

6.6. If after we have accepted a Trade we become aware that any of the circumstances as set out above (in respect of the Trade concerned) were in existence on or prior to our acceptance of the Trade concerned DP may (in its sole discretion but is not obliged to) choose to:

- (a) void the Trade concerned (and/or any related Trades) as if it/they had never been accepted; or
- (b) allow the Trade concerned (and/or any related Trades) to remain in place until closed in accordance with the Terms.

DP is not required to give advance notice to you of the exercise of its rights under this clause, but DP will inform you as soon as practicable that it has exercised such rights.

6.7. Please note:

- (a) all Trades are a buy or a sell;
- (b) you must specify a trade size (within the applicable minimum and maximum bet/trade size set by DP).
- (c) you can only offer to place a Trade on a current valid DP Price (so you cannot offer to Trade on an DP Price which is indicative only or similar);
- (d) you are able to simultaneously hold Long Positions and Short Positions in the same Market for the same expiry date. If we accept an offer to Trade from you, it will generally create a new Open Position unless it is an Order that when executed only closes another Open Position;
- (e) depending on the size of a proposed Trade, we can accept it and execute it in tranches.
- (f) if we accept an offer to Trade from you, we will not (generally) have regard to whether it creates a new Open Position or closes (in whole or in part) an existing Open Position; nor will we have regard to any statement you may have made as to whether you are creating a new Open Position or closing an existing Open Position;
- (g) unless you are dealing in Securities, you are placing Trades on DP's Markets, at DP Prices; you will not acquire any rights in the Underlying. However, this does not affect any rights you may have under the Terms in respect of dividend adjustments or Corporate Actions;
- (h) you can only offer to place a Trade on the Markets we offer; see the Market Information Sheets and our Trading Platform;
- (i) you can only offer to place a Trade during our Trading Hours for the relevant Market. See the Market Information Sheets, and/or Trading Platform and/or Client Portal;
- (j) if you are in any doubt as to whether a Trade has been placed or accepted, contact us as soon as possible via the Trading Platform, Bloomberg Messenger or other means (if we have agreed that you can use Bloomberg Messenger or such other means to Trade) or by telephone via the Dealing Desk or Client Services.

6.8. You will be responsible for everything done or omitted using your Account number, login and/or password. When dealing with us by telephone we may ask for your name, Account number, four-digit security passcode, or other security information. In the case of telephone dealing, we cannot be expected to recognise your voice. However, DP will not hold you responsible for losses that arise because we have allowed someone other than you, or your Agent, to access your Account through our negligence.

7. DP PRICES AND SPREADS

7.1. DP Prices

(a) We quote DP Prices for each Market. For each Market:

- i the higher price we quote (on a Market) is called the DP Ask Price; and
- ii the lower price we quote (for the same Market) is called the DP Bid Price.

(b) In relation to DP Prices:

(i) DP Prices are set by DP in our absolute discretion, and may be different from prices reported elsewhere. Any references by the Client to prices of other trading systems, information systems and/or other clients shall be disregarded. The Company's trading prices are the ones at which the Company is willing to sell Financial Instruments to its Clients at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of occurs. The Underlying Asset of a derivative Financial Instrument which may settle on expiry by a delivery other than in cash, a reasonable period prior to the expiry date as determined in the sole and absolute discretion of the Company. The Company will not be subject to any obligation to rollover a position in such a derivative Financial Instrument. The Client shall not use the prices the Company makes available for any purpose other than for utilizing Company's services, and the Client agrees not to redistribute the prices made available by the Company to any other person whether such redistribution be for commercial or other purposes. Furthermore, the Client authorizes the Company to enter into any agreement with any exchange(s) relating to the proper use of market data the Company sees fit.

(ii) we can withdraw or vary an DP Price at any time before we have accepted your offer to Trade on it. You can only offer to Trade based on a current valid DP Price;

(iii) any change to DP Prices is effective immediately.

(iv) DP Prices are available via the Trading Platform and our Dealing Desk; and

(v) sometimes we may not be able to quote an DP Price via our Trading Platform; for example, if an Event Outside Our Control or Market Disruption Event occurs. In that case you will need to call the Dealing Desk to see if an DP Price can be quoted.

7.2. Spreads

The difference between the DP Ask Price and the DP Bid Price (on the same Market) is the Spread. The Trading Platform gives information in relation to Spreads on most Markets; any variation to Spreads is effective immediately.

8. CURRENCY OF TRADES

8.1. Financial Instruments are traded in the currency of the Underlying. See the Trading Platform, the Market Information Sheets.

8.2. If you pay DP in a currency other than your Base Currency, then DP can convert that currency into your Base Currency and you will be charged any costs incurred by DP in connection with that, in accordance with the currency conversion clause.

- 8.3. If you Trade in a currency other than your Base Currency, then for the purposes of debiting or crediting profits or losses arising in respect of those Trades to your Account, DP can convert such currencies into your Base Currency and you will be charged any costs incurred by DP in connection with that, in accordance with the currency conversion clause.

9. MINIMUM AND MAXIMUM BET/TRADE SIZES

- 9.1. In relation to all Trades you want to place (whether to close an existing Open Position or create a new Open Position), your bet/trade size must at least be equal to the minimum, and no larger than DP's maximum, bet/trade size.
- 9.2. DP can (with immediate effect):
- (a) change minimum and maximum bet/trade sizes;
 - (b) waive or vary minimum or maximum bet/trade sizes in relation to any particular Trade; or
- 9.3. Note that minimum and maximum bet/trade sizes vary depending on the Market and, in some cases, on the trading hours of the Underlying. It is the Client's responsibility to know the current minimum and maximum bet/trade sizes. Minimum and maximum bet/trade sizes are available in Trading Platform.

10. CLOSURE OF OPEN POSITIONS

- 10.1. An Open Position will continue until:
- (a) its expiry date, if any;
 - (b) the occurrence of a relevant event, if any;
 - (c) you close it;
 - (d) we close it, in accordance with the Terms; or
 - (e) execution of an Order that closes it.
- 10.2. On the expiry date or occurrence of the relevant event (if any) or other closure the relevant Open Position will be closed on the basis quoted by DP on closure. Note also that the DP Prices quoted on the Trading Platform may not be the settlement price. Expiry dates are available in the Client Portal.
- 10.3. You can close Open Positions as follows:
- (a) you close a Long Position in full by placing a closing Short Position (on the same Market, for the same expiry time and date, if any and with a bet/trade size the same as that for the Long Position you wish to close) at the DP Bid Price offered at the time of closure;
 - (b) you close a Short Position in full by placing a closing Long Position (on the same Market, for the same expiry time and date, if any and with a bet/trade size the same as that for the Short Position you wish to close) at the DP Ask Price offered at the time of closure;

- (c) if you only want to close part of an Open Position, then you should use a closing bet/trade size that is smaller than the bet/trade size of the Open Position you wish to close in part. If you do that, the original Open Position stays open, with a reduced bet/trade size;
 - (d) by the use of an Order. The Open Position will only be closed if, and to the extent, the Order is executed.
- 10.4. All provisions of the Terms apply to placing a Trade to close an Open Position (in whole or in part) as they do when placing a Trade to create a new Open Position.
- 10.5. Minimum and maximum bet/trade sizes on closing will be limited to those applicable on closing, regardless of minimum and maximum bet/trade sizes on opening. Therefore, you may have to place more than one Trade to close an Open Position.
- 10.6. You can only close Open Positions during our Trading Hours for the relevant Market. For Trading Hours, please refer to the Market Information Sheets, the Client Portal or the Trading Platform.

11. ORDERS

11.1. General

- (a) Subject to this Orders clause, DP will accept instructions (**Orders**) to trade when the DP Price reaches a certain level. Unless we agree otherwise, we will only accept Orders on the Markets identified in the Market Information Sheets, or the Trading Platform as those on which we accept Orders. You hereby acknowledge and agree that the Company may, at its sole discretion and without notice, add, remove or suspend from the Platform, any Financial Instrument, on any type of Underlying Asset or Market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, nationalisation, de-listing, etc.) or if no Client Positions are held in a particular Financial Instrument at that time. Furthermore, the Company may remove or suspend from the Platform, any Financial Instrument, on any type of Underlying Asset or Market, from time to time, at its sole and absolute discretion, by providing written notice to the Clients that have open positions on the Financial Instruments that will be removed/suspended. The written notice to be provided to the affected Clients shall indicate the date and time the trading on such Financial Instruments will be suspended, and if the Client will not close any open positions in the meantime, those will be closed by the Company at the current market prices available on the suspension time.
- (b) The following apply to all Orders: -
 - (i) all terms and conditions that apply to placing Trades must be complied with both when you place an Order and when that Order is due to be executed. For example, minimum and maximum bet/trade sizes;
 - (ii) we will only accept Orders during Trading Hours for the relevant Market (though we reserve the right in our absolute discretion to accept Orders outside those hours);
 - (iii) we have the same right to refuse to accept or execute an Order as we have to refuse to accept or execute a Trade. If being entitled to do so we refuse to execute an Order, that Order will be deemed automatically cancelled;
 - (iv) all Orders must be on terms acceptable to DP, acting reasonably;
 - (v) all Orders are executed at the "BID"/ "ASK" prices offered by the Company. The Client places his/her order at the prices he/she sees on his/her Client terminal and the execution process is initiated. The Order might be executed at the prices the Client can see on his/her Client terminal (Instant Execution). Due to the high volatility of the markets as well as the internet connectivity between the Client

terminal and the server, the prices requested by the Client and the current market price may change, during the confirmation process. In such event, the Order will be executed at the price indicated in the Company's server which shall be different from the price indicated in the Trading Platform, on a symmetrical basis (Market Execution).s;

(vi) Notwithstanding the above clause, by placing an order for the purchase or selling a Security, the Client agrees to having sufficient funds in its Client Account on the date when it is required to make the payment to settle the Transaction, otherwise the order will not be executed. Furthermore, the Client understands and agrees that there is no guarantee that an Order dealing in Securities will be filled in full or in part. Where a delay occurs for any reason, we will attempt to execute the order as soon as reasonably practicable. The Client acknowledges and accepts that the market price of the Securities may have moved during the time between receipt and acceptance of the Order by the Company and attempt to execute the Order. In these circumstances, the third-party who has provided the quotation to the Company is not obliged to honor the indicative price the Client has received and, if that is the case, the Company may reject the Order.

(vii) Orders are not monitored or executed outside Trading Hours for the relevant Market (however, DP reserves the right to do so, but is not obliged to do so);

(viii) depending on the size of your Order, there may be an additional charge or spread in relation to your Order;

(ix) with the exception of attached Orders, you must specifically cancel any Order you have placed. Unless you do so the Order will be executed, subject to all other provisions of this Orders clause and our rights in accordance with the Terms to cancel or void your Orders;

(x) Orders relating to equities may be restricted in size depending on liquidity of the relevant equities on the relevant exchange at the time of execution.

11.2. Subject to the above, all Orders remain in place until the earlier of:

- (a) cancellation by you;
- (b) cancellation by us in accordance with the Terms, see for example the Available Funds, Margin and Risk Level clause;
- (c) in the case of good for the day Orders, 5pm Eastern Time on the day you placed the Order concerned;
- (d) execution;
- (e) expiry of the Order;
- (f) expiry of the Market to which the Order relates.

11.3. The following Orders may be placed with the Company: market orders and pending orders. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). Market Orders not executed because there is not enough liquidity to fill them, may not remain effective and they may be cancelled.

11.4. Execution of Orders

- (a) The following applies in relation to execution of Orders and subject always to the other applicable clauses in this Orders clause:

Direkt Prime ("DP") Trading Name of RGL Capital (Mauritius) Limited. Authorised and Regulated by the Financial Services Commission (FSC), with Reference Number C114012695. Registered Address: The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius. RGL Capital (Mauritius) Limited holds an Investment Dealer (Full-Service Dealer Excluding Underwriting) License pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008.

- (i) Orders will only be executed during our Trading Hours for the relevant Market;
 - (ii) Orders will be executed by DP when it is reasonably able to do so at the first DP Price we are reasonably able to offer. No Orders are monitored or executed outside DP's Trading Hours for the relevant Market. So, if the Underlying trades outside our Trading Hours, the DP Price at which an Order may be executed may be very different to the agreed execution price of the Order;
 - (iii) note that in times of volatility of the Underlying and at the opening and closing of an Underlying, the DP Price at which an Order may be executed may be considerably different to the agreed execution price of the Order;
 - (iv) if the Underlying opens through or trades through the agreed execution price of an Order (known as 'slippage' or 'gapping'), we will execute at the first DP Price we are reasonably able to offer;
 - (v) if the Trading Hours for a Market close at one DP Price and open at another DP Price when Trading Hours for that Market recommence with the effect that the Market has traded through the agreed execution price of an Order (known as 'slippage' or 'gapping'), we will execute at the first DP Price we are reasonably able to offer; and
 - (vi) in relation to Markets quoted outside the trading hours of the Underlying, Orders may be executed at the DP Price we consider reasonable.
- (b) The exceptions to the above are:
- (i) if we have agreed something different with you;
 - (ii) if the agreed execution price for an Order is reached outside our Trading Hours for the relevant Market but (by the time our Trading Hours re-commence) the DP Price has moved so that the agreed execution price is not (when our Trading Hours re-commence) reached or exceeded. In this case, we will not execute the Order when we re-commence trading; it will remain in force subject to all other provisions of this Orders clause;
 - (iii) we reserve the right to, but are not obliged to, monitor and/or execute Orders outside Trading Hours for the relevant Market.
- (c) Client's Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are executed at the available prevailing market price which may be different than the price indicated in the Order ("Slippage"). Slippage may occur in the event where the price indicated in the order is not available in the server, for example, due to high volatility and gaps in the market prices. In such event, the order will be executed at the first available price, irrespective of the direction of the slippage, either to the client's favor or not, in a symmetrical and transparent manner (Symmetrical Slippage). However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e. prices to freeze/to stop updating or price spikes), the Company reserves the right not to execute the order or in case the order was executed to change the opening and/or closing price of a specific transaction or to cancel the said executed order.
- (d) Internet Connectivity delays and price feed errors sometimes create a situation where the prices displayed on the trading platform or liquidity connection do not accurately reflect the market rates. We do not permit the practice of latency arbitrage or taking advantage of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. We reserve the right to make the necessary corrections or adjustments on the Trading account involved in our sole and absolute discretion.

- (e) We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. The foreign exchange market is highly speculative and volatile. Following execution of any transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position of ensuring that any further instructions are given on a timely basis. We shall not be responsible for any loss caused directly, indirectly, actually or alleged as a result of any inability or failure by you to do so.

12. CAN DP CLOSE YOUR OPEN POSITIONS AND CANCEL ORDERS?

- 12.1. DP can (in its sole discretion but is not obliged to) close any or all of your Open Positions and cancel any or all of your Orders, in the circumstances set out in this clause. DP is not required to give advance [notice](#) to you of the exercise of its rights under this clause, but DP will inform you as soon as practicable that it has exercised such rights. The circumstances in which DP can exercise its rights under this clause are as follows, if:
- (a) your Total Account Equity is at any time less than your Total Margin;
 - (b) you have not paid us on time any amount you owe us (in respect of any Account you have with us or otherwise);
 - (c) your Account funds reach a Risk Level equal or less than your Stop Out Level as specified in the Platform or communicated to you otherwise (Stop Out Level).
 - (d) you are in breach of the Terms, Applicable Laws and/or the Regulatory System;
 - (e) an Event of Default has occurred in relation to you;
 - (f) if an Event Outside Our Control or a Market Disruption Event has occurred;
 - (g) in relation to any particular Trade any of the circumstances in the right to reject your offer clause existed on or prior to our acceptance of the Trade concerned;
 - (h) you die or become a patient under mental health legislation (or we have reasonable grounds to believe that you have died or became a patient under mental health legislation);
 - (i) any Open Position or Order has been placed in breach of the Terms, the Applicable Laws or the Regulatory System;
 - (j) any Open Position or Order has been placed in breach of the market abuse clause; or
 - (k) we have had to close any related hedging position we hold in the Underlying in respect of your Open Positions and/or Orders. In this case we will only close the relevant Open Positions and cancel the Orders concerned.
- 12.2. We can (in our sole discretion but are not obliged to) close any or all of your Open Positions and cancel any or all of your Orders, in the circumstances set out in this clause. We will endeavour to provide not less than 2 Business days' notice before exercising our rights under this clause. The circumstances in which we can exercise our rights under this clause are as follows, if:
- (a) there is a material dispute between us in relation to any Open Position or Order. In this case we would endeavour to resolve the dispute before we exercise this right;

- (b) we have reasonable to believe that you, (whether acting alone or in concert with other parties), are holding Open Positions purely to benefit from the payment of the financing charge to you; or
- (c) we have other reasonable grounds for doing so (for example, we have used reasonable endeavours to contact you and are unable to contact you).

12.3. All Open Positions will be closed at the DP Price current at closure.

13. EVENTS OF DEFAULT AND ACCPUNT SUSPENSION/CLOSURE

13.1 Each of the following constitutes an "Event of Default"

- a. The Accounts Total Account Equity is at any time less than the Account's Total Margin;
- b. The failure of the Client to pay to the Company on time any amount due (in respect of any Account of the Client or otherwise) or any other failure of the Client to perform any obligation due to the Company;
- c. If an application is made in respect of the Client pursuant to bankruptcy acts or any equivalent act in any Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- d. The Client is unable to pay the Client's debts when they fall due, or If the Company has reliable information that a material adverse change in the Client's financial condition has occurred or the Client may not perform his obligations under the Agreement or does not provide to the Company adequate assurance of his ability to perform his obligations within 24 hours after Receipt of the relevant request from the Company
- e. Where any representation or warranty made by the Client in paragraph 30. is or becomes untrue.
- f. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- g. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 13.2.
- h. An action set out in paragraph 13.2. is required by a competent regulatory authority or body or court.
- i. The Company considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Law or Regulatory System or other applicable legislation or the Company is placed at risk of being involved in any type of fraud or illegality or breach of any regulation or if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- j. The Company reasonably considers that there is a violation by the Client of the requirements established by legislation of the Republic of Mauritius or other countries having jurisdiction over the Client and/or the Company and/or the trading activities pursuant to the present Agreement.
- k. If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities and/or the Client fails to provide adequate documentation with regards to the Know- Your-Client (KYC) and Anti-Money- Laundering regulations the Company has to follow;
- l. The Company reasonably suspects that the Client performed a prohibited action as set out in paragraph 32.
- m. The Company reasonably suspects that the Client opened the Client Account fraudulently.
- n. The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.
- o. If as per the Company's reasonable opinion, the Client's use of the Services or the Platform has been improper, and/or the Client violates any provision of this Agreement or any other Agreement and it is in the Company's opinion that the Agreement cannot be implemented

- p. the Client's Account is associated in any way with any account which has been terminated. If a Client Account is associated with, or related to, any existing blocked accounts, Company may terminate a Client Account irrespective of the nature of this relationship and the Access Data provided in relation to said Accounts.
- q. at Company's reasonable opinion, the Client is applying trading strategies aimed to get an unfair advantage against the Company, and/or any practice which the Company considers at its discretion as inappropriate are not permitted.
- r. The Company has reasonable grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth and/or orderly operation of the Company's Trading Platform.
- s. The Account subject to margin stopped out mechanism, reaches a level of used margin equal or less than a percentage applicable to such Account. (Stop Out Level)

13.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions as deemed appropriate under the circumstances:

- a. Suspend and/or close the Client Account without prior notice to the Client.
- b. Terminate this Agreement immediately without prior notice to the Client.
- c. Cancel any Open Positions.
- d. Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s) until the Company can reasonably determine that an Event of Default occurred.
- e. Reject or Decline or refuse to transmit or execute any Order of the Client until the Company can reasonably determine that an Event of Default occurred.
- f. Restrict the Client's trading activity until the Company can reasonably determine that an Event of Default occurred.
- g. In the case of fraud, forgery or use of stolen cards reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country, or of the credit card company or of another financial institution.
- h. Reverse and/or cancel all previous transactions on the Client's account and/or Cancel or reverse any profits gained through abusive trading or fraudulent behavior, or the application of artificial intelligence on the Client Account or in case of the use of stolen cards, forgery, fraud or when the Client engaged into a criminal activity or money laundering.
- i. Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations the Client may have, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement
- j. Take legal action for any losses suffered by the Company.
- k. Cancel or revoke any credits or bonuses applied.
- l. Combine any account opened in the name of the Client in order to consolidate account balances and set off those balances.

13.3 Upon the death of an Account owner, if the legal heirs of such account owner would like to withdraw the remaining balance in the Client Account, to the extent there is any, such legal heirs should present to the Company with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in Company's sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

13.4 During any [notice](#) we give you in relation to the closure of your Client Account you will not be permitted to create any new Open Positions or place any Orders except in order to close existing Open Positions. In relation to Orders in place prior to any notice being given by DP to close your Client Account, only those Orders that on execution would increase your Available Funds will be executed. Orders that on execution

would reduce Available Funds will not be executed during any such notice period and those Orders will be cancelled.

13.5 In relation to closure:

- (a) all Open Positions will be closed at the DP Price current at closure; and
- (b) DP will close your Open Positions and cancel all Orders prior to the closure of your Client Account.

13.6 Once your Client Account has been closed you will not be able to trade on your Account.

14. SPECIAL PROVISIONS FOR DEALING IN SECURITIES

14.1 Custody Assets

- (a) Custody Assets shall be held until instructed by the Client to sell, in custody on behalf of the Client and will be registered or otherwise recorded in the name of the Company and/or Third Party's nominee(s), or nominee(s) of any Affiliate, or by a recognized or designated investment exchange or a sub-custodian (each, a "Nominee"). The Company will exercise reasonable skill and care in the selection, appointment and periodic review of such Nominees but will not be liable for their acts, omissions, insolvency or dissolution. Any discrepancy in terms of client assets and any resulting shortfall will be dealt with in accordance with the Applicable Regulations on Client Assets.
- (b) The Company may hold assets for any or all its clients with a sub-custodian in a single/pooled account and/or in the same name as those of other clients. This means that assets will not necessarily be immediately identifiable by way of separate certificates. If the Company or its Third-Party nominee were to become insolvent there may be delays in identifying individual assets, and possibly an increased risk of loss if there should be a shortfall because additional time will be needed to identify the assets held for specific clients. In addition, in the event of an unreconciled shortfall caused by the default of a custodian, the Client may share proportionately in that shortfall.
- (c) The Client authorizes the Company and any Nominee to hold or transfer Financial Instruments (or entitlements to them) to a securities depository, clearing or settlement system. Financial Instruments that cannot be settled through a central securities depository system may be held overseas by a third party (including custodian, sub-custodian, registrar, bank, intermediate broker, or settlement agent) in the name of the Company or a Third-Party nominee. Details of the name that an Instrument is registered in are available on request.
- (d) Notwithstanding the above, Custody Assets shall be readily identifiable as such and as separate from those of the Company and the Company will keep detailed books and records in regard to the Custody Assets holding on behalf of the Client.
- (e) Notwithstanding the foregoing, the Client agrees that any and all Custody Assets held by or deposited with the Company, any Nominee or their respective sub-custodians, nominees or agents are at the Client's sole risk. Company's duty in respect of the custody of Custody Assets shall be limited to acting as bare trustee and to exercise good faith in respect of any action or inaction in relation to such custody. The Provider is under no duty to examine or verify the validity of the ownership of or title to any Custody Assets and shall not be liable in respect of any defect in ownership or title.
- (f) Due to the nature of applicable laws or market practices in certain overseas jurisdictions, the Company may decide that it is in Client's best interest for the Financial Instruments held to be registered or

recorded in Company's name or in the name of the Third Person and/or Nominee who is a custodian, and if it is not feasible for the Company to do this, then: (a) Financial Instruments may be registered or recorded in the name of the firm or custodian or sub custodian as the case may be; (b) Financial Instruments may not be segregated and separately identifiable from the investments of the Company or custodian or sub custodian in whose name the Financial Instruments are registered; and (c) as a consequence, in the event of a failure, Financial Instruments may not be as well protected from claims made on behalf of Company's general creditors.

- (g) Notwithstanding the above, the Client shall remain the beneficial owner of the Securities and money that the Company holds on its behalf and agree that the Client will not try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Financial Instruments and money held on its Client Account with the Company. The Client will not be entitled to any interest in respect to the Custody Assets.

14.2 Security Loans

- (a) The Client authorizes the Company to lend, as its agent, to a Third Party or others any Securities held in the Custody Account (if any) and neither the Company nor the Third Party shall have any obligation to retain under their possession and control a similar amount of such Securities. In connection with such loans, the Company or a Third Party may receive and retain certain benefits (including stock lending fees and interest on posted collateral) to which the Client shall not be entitled. Such loans may limit, in whole or in part, Client's ability to exercise any voting rights relating to the securities lent. Any securities lent may be lent, in turn, by the borrower.

14.3 Security Interests Liens or rights of Set Off

- (a) To the extent permitted by Applicable Regulations, the Client acknowledges and agrees that the Company or the Third-Party custodian may grant a security interest or lien over Custody Assets in favor of a Third Party, sub-custodian or depository in respect of:
- (b) properly incurred charges and liabilities arising from the provision of custody and/or dealing in Securities services by the Company or such Third Party, sub-custodian or depository to one or more of the Company's client's; or
- (c) a Lien arising from the operating terms of a securities depository, securities settlement system or central counterparty in whose account Securities are recorded or held.
- (d) Such Security interest or lien shall become immediately enforceable in case of an event of default or insolvency concerning the Company or any Third Party, sub-custodian or depository. In such case, the Third Party, sub-custodian or depository may at its sole and absolute discretion, take possession of all or part of the Custody Assets subject to Security Interest, and may in its sole and absolute discretion appropriate, sell collect, convert into money and/or exercise any rights pertaining to all or part of such Custody Assets in such manner and on such terms as it thinks fit.

15. SETTLEMENT OF TRANSACTIONS, CONTRACT NOTES AND STATEMENTS

- 15.1 Clients acknowledge and accept that the Company may proceed to a settlement of transactions only when such transactions have been executed (i.e., completed transaction). Clients further acknowledge that unless otherwise agreed between the Parties, the settlement of transactions shall be in accordance with the normal practice for a given Financial Instrument or market concerned.

- 15.2 A confirmation will be shown on the Trading Platform immediately after a Trade has been executed. Your statements will be available on the Trading Platform and the Client Portal. We will not post statements to you. You confirm that you have regular access to the internet to facilitate the above.
- 15.3 It is your responsibility to check your trading statements regularly for accuracy. Please tell us immediately if you think anything is wrong or missing.
- 15.4 With regards to Dealing in Securities:
- a) Settlement of a Sale Transaction by the Company shall be by way of electronic delivery to the Client the relevant Securities through book entries in the records of the Company. The Company shall upon settlement of a Sale Transaction deliver the relevant Securities to the relevant Third Party. Any monies received by the Company pursuant to a Sale Transaction shall be credited to the Account Balance. The Company shall upon settlement of a Sale Transaction by the Client deliver the relevant Securities to the relevant Third Party.
 - b) Settlement of a Buy Transaction shall be by way of credit to the Custody Account of the relevant Securities on the Settlement Date which shall be effectuated through book entries in Company's records. Settlement of a Buy Transaction shall require prior payment by the Client of the value of the transaction plus fees/charges and commissions as applicable in the currency denominated in the instructions of the Company.
 - c) Any Securities received by the Company for the account of the Client pursuant to a Buy Transaction shall be credited to the Custody Account.
 - d) Transactions shall be settled on a maximum of T+5 basis meaning that the transaction settles five business days after it is made. The settlement date cannot be changed once you offer to enter into a Transaction. The Company shall not be held responsible for any delay in the settlement of a Transaction resulting from circumstances beyond its control, or the failure of any other person or Third Party or party to perform all necessary steps to enable completion of the Settlement Date. If settlement does not occur on the expected Settlement Date the monies will be treated as client money and the Company shall make its best efforts to notify the Client regarding the reasons of such delay, and if known, the expected Settlement date.
 - e) Settlement shall only be effectuated on a delivery versus payment basis. Securities held on Client's behalf by the Company shall be used to settle any sale Transactions.
- 15.5 With regards to Options trading:
- a) Options that close one Tick or more In the Money on the last trading day, will automatically be exercised, regardless of whether the Client has purchased or sold the Option. The Client cannot instruct the Company to refrain from exercising Options that are In the Money at expiry, and cannot at any time instruct the Company to exercise Options that are Out of the Money.
 - b) When the Company is notified by its Liquidity Providers that one or more Option positions have been exercised the Company will apply a random method of allocating the exercised positions among the relevant Clients. All Options are subject to the exercising of any rights and allocation at any time.
 - c) Settlement of Options exercised In the Money shall correspond to the settlement of the relevant CFD or Security in accordance with the applicable terms and conditions.
- 15.6 You can also contact us via Client Services to ask for further information in relation to your Account or the status of any Open Positions or Orders.

16. MARKET DATA AND TRADING SIGNALS

16.1 Market Data:

- a) DP may provide Market Data to you but is not obliged to.

DP may charge a fee (as from time to time fixed by DP) to all Clients for the provision of Market Data.

- b) DP reserves the right to take any or all of the following actions:

- introduce new instruments to the Market Data;
- remove any instruments from the Market Data;
- add or remove prices from the Market Data;
- otherwise vary the Market Data;
- charge Clients for provision of Market Data (who would not otherwise be charged, as above); and
- cease provision of all or any Market Data.

- c) With respect to any market data or other information that we or any third-party service provider display on the Website and/or the Platform, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) the Company and any such provider are not responsible or liable for any actions that the Client takes or does not take based on such data or information, it is up to the Client to decide to what extent (if any) the Client should rely on the Market Data in making such decisions. To the maximum legal extent allowed by Applicable Laws, all warranties and representations in relation to the Market Data are hereby disclaimed and excluded. Neither DP nor its third party service providers shall be liable for, and the Client agrees not to hold or seek to hold DP or its officers, directors, employees, agents or third party service providers liable for any inaccurate or incomplete information, or any actions the Client takes or does not take based on the Market Data. In no event will DP be liable to the Client for any direct or indirect loss, cost, injury or damages (including loss of profits, punitive, consequential, special or similar damages even if advised of the possibility of such damage) whether in contract, tort (including breach of statutory duty or negligence), strict liability, or otherwise arising out of or caused in whole or in part by Client's use of or reliance on the Market Data.; and (c) such data or information is proprietary to the Company and/or any such provider and the Client is not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.

- d) The Client is not permitted to:

- extract the DP Prices from the Trading Platform;
- distribute, disseminate, republish, display or otherwise provide or make available any Market Data in whole or in part to any third party; or
- use the DP Price for any purpose other than allowed under the Terms.

16.2 Trading Signals

- a) The Company may display and/or make available through its Platform and/or by other means, trading signals that are produced by a Third Party and not by the Company (the "Signals"). The conditions of eligibility of a Client to receive such Signals shall be provided by the Company to its eligible Clients and might be amended from time to time as per the absolute discretion of the Company.
- b) The Client understands and agrees that the content of the Signals does not constitute Investment Advice, nor is providing any personalized investment recommendations and/or advice in making a decision to trade, while the Company does not guarantee the accuracy, correctness, or completeness of information available through such service.
- c) Past performance or simulated past performance is not a reliable indicator of future results, while there is often a large difference between theoretical performance and the actual results later reached by any trading platform. There are many influencing factors related to either the market, in general, or to the specific implementation of any signals which can affect actual trading buy/sell results. Therefore, no guarantee is made that any user of this service will or is likely to achieve results and the trading signals shall not be used as the sole factor influencing client's decision.
- d) The company cannot bear any responsibility towards the client related to the usage of Signals. The client agrees that he is solely responsible for his Client Account(s) and decides according to his sole judgement whether taking into consideration the information available through the Signals.
- e) The Company will not be liable for the acts, omissions or with regards to delay or non-delivery of any means of notifications in regard to Signal alerts or calendar event alerts. It should not be presumed that the methods, techniques, or indicators presented through the Signals will result in profits or that they will not result in losses.
- f) The Company reserves its right, at any time and for any reason, to discontinue, redesign, modify, enhance, change the service provided through the Signals.

17. COMPLIANCE WITH THE REGULATORY SYSTEM AND APPLICABLE LAWS

- 17.1 We can (in our sole discretion but are not obliged to) do anything in relation to your Client Account, Trades, Open Positions and Orders that we are required to do in order to comply with the Regulatory System and the Applicable Laws. This includes closure or voiding of Open Positions, cancellation of Orders and/or closure of your Client Account.
- 17.2 We can (in our sole discretion but are not obliged to) void any Trade that has been placed in breach of the Regulatory System, Applicable Laws and/or the Terms.
- 17.3 We can exercise the rights referred to above with immediate effect, unless the Regulatory System or the Applicable Laws requires a period of notice, or DP is required to provide notice in accordance with the Terms, in which case DP will give you that period of notice.
- 17.4 The Regulatory System or Applicable Laws may specifically require us not to notify you of certain things, for example in relation to suspected money laundering. In that case, we will not be able to give you notice.

18. MARKET INFORMATION SHEETS

- 18.1 The Market Information Sheets, set out particular specifications and rules that apply to Markets offered by DP.

18.2 Current Market Information Sheets are available on DP's Website.

19. VARIATION OF MARKET INFORMATION SHEETS

19.1 We can vary the Market Information Sheets and the particular specifications and rules that apply to any of the Markets at any time.

19.2 Any variation to the Market Information Sheets will be effective immediately (and will apply to existing Open Positions and new Open Positions), unless (in any particular circumstances) the variation requires notice in accordance with the Terms or we specify a later date.

20. NETTING

20.1 In order to close your Client Account, (and as part of that close Open Positions and cancel Orders) we can:

a. set off against each of the following amounts:

(i) any amount you owe us for any reason in respect of your Account(s) and whenever payable, including any debit balance of your Account Balance, realised losses, financing charge, commission, dividend adjustments, short borrowing charge, currency conversion costs, interest, costs and expenses; and

(ii) any amount we owe you for any reason in respect of your Client Account and whenever payable, including any credit balance of your Account Balance, realised profits, financing charge, commission and dividend adjustments;

b. exercise the rights set out above in respect of any other Account you have (or had) with us (and all Open Positions and Orders on such Account);

c. set off against each other the amounts referred to in (a) and (b) above;

d. set off against the amounts referred to in (a), (b) and (c) above any other amount you owe us or we owe you for any reason whenever payable.

20.2 The Company shall have a general lien on all funds and assets held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations.

20.3 Without derogating from the generality of the above, the Company shall have the right at any time and without being required to inform the Client, to set off any negative balance on any Trading Account and/or any costs and charges due and/or any other moneys due by the Client to the Company, against money and/or assets that is in another Trading Account of the Client.

20.4 If and to the extent we exercise our rights as set out above, all the payment obligations in those clauses will be consolidated into a net amount payable by you to us, or by us to you.

20.5 In order to exercise our rights as set out above in relation to a particular Account we can close Open Positions and cancel Orders on any other Account you have with us and can close any other Account you have with us.

20.6 You can ask us to exercise any rights set out above in relation to your Account (and any other Account you have with us) if it (and such other Account) has been or is being closed and in relation to Open Positions that have been or are being closed and Orders that have been or are being cancelled.

20.7 These rights can be exercised regardless of the currency of the various amounts referred to.

21. INTELLECTUAL PROPERTY AND SAFETY

- 21.1 The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's IP rights.
- 21.2 Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Platform(s).
- 21.3 It is understood that the Company may offer its Services under different tradenames or trademarks and websites. The Company owns all the images displayed on its websites, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.
- 21.4 The Client is permitted to store and print the information made available to him through the
- 21.5 Company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.
- 21.6 When the Client's Account is enabled, the Company will provide the Client with Access Data for accessing the Company's Platform and enter into transactions and/or dealings with the Company. Clients shall take reasonably necessary measures to ensure confidentiality of all information, including but not limited to Access Data in order to avoid and prevent any action that could probably allow the irregular or unauthorized use and access of such information. The Client acknowledges that the Company bears no responsibility for any type and kind of losses that may occur and/or are connected by unauthorized use of their Access Data by any third party and consequently such third parties having access, to information, including but not limited to electronic addresses, electronic communication and personal data, when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, post etc.
- 21.7 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.
- 21.8 The Client acknowledges that the Company has no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 21.9 The Company reserves the right, at its discretion, to restrict or limit the Client's access to the Platform or part of, or to deactivate the Client Account, where it deems appropriate for the smooth operation of its systems and operations as well as to protect its Clients' interests. The same will apply in the case where the Company suspects or has reasonable grounds to suspect that the Client has allowed such unauthorized used whether willfully or negligently of if the
- 21.10 Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorised third parties.

21.11 The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform(s) or via phone (subject to the terms of this Document) without any further enquiry to the Client and any such Orders will be binding upon the Client. The Client accepts that he will be liable for all orders given through and under his Access Data and any such orders received by us will be considered as received by the Client. In cases where a third person is assigned as an authorized representative to act on Client's behalf, the Client will be responsible for all orders given through and under the representative's Access Data.

21.12 The Company makes no express or implied representations:

- a) that the Platform will be available for access all the time, or at any time on a continuous uninterrupted basis. Access to the Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades;
- b) as to the operation, quality or functionality of the Platform;
- c) that the Platform will be free of errors or defects;
- d) that the Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data or other property.

21.13 The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

22. REGULATORY PROVISIONS

22.1 Client Money and interest

- a. Where you transfer money to us (and unless we have entered into an express written agreement with you to the contrary), we will treat this as a transfer of full ownership of money to us for the purpose of securing or otherwise covering your present, future, actual, contingent or prospective obligations, and we will not hold such money in accordance with the Client Money Rules. Any money received by us from you for your Client Account will subject to all other provisions of the Terms be owed by us to you. Because full ownership of the money is transferred to us, you no longer have a proprietary claim over the money, and we can deal with it in our own right. The Company may transfer money transfer to us to a third party (e.g., a bank, payment service provider, intermediate broker, clearing house, OTC counterparty etc.) to hold or control in order to affect a transactions through or with that person or to satisfy the Client's obligation to provide collateral (e.g., initial margin requirement) in respect of a transaction or otherwise. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this paragraph. In the event of our insolvency you will rank as a general creditor of DP in respect of this money and will have no rights or claim in relation to such money, save forth as set out in applicable laws. If we have closed all Accounts you have had with us and you have paid to us in full all amounts you owe us and have no further present or future obligations to us, we will transfer to you an amount equal to any money you paid to us for your Account that remains after all amounts you owe us (under the Terms) have been paid and deducted (including in relation to all Accounts you have had with us).
- b. We do not pay interest on any money we hold in respect of you, and you waive all right to interest.

22.2 Complaints, disputes and compensation

- (a) DP's complaints handling procedure is on our Website or it may be communicated to you otherwise.

- (b) The sooner you inform us of any complaint or other issue, the better we will be able to investigate and resolve the matter.
- (c) In the first instance you should refer any complaint or other issue to Client Services; if they cannot satisfactorily resolve the matter it will be referred to our Compliance Officer.
- (d) If you are not satisfied with our Compliance Officer's final response to your complaint, you may then be entitled to request the Compliance Officer to refer your complaint to the Board of Directors.

22.3 Payments from third parties to us; or by us to third parties

- (a) We may from time to time share with third parties, including introducing brokers and trading agents, part of the commission, Spread, financing charge or other amount we charge you in respect of your Trades with us. Details are available on request.

22.4 Conflict of interest

We deal with conflicts of interest in accordance with DP's conflicts of interest policy. This may be displayed on our Website or communicated to you otherwise.

22.5 The contract between us

- (a) The Terms. The contract between DP and you consists of:
 - (i) this Client Agreement;
 - (ii) the Market Information Sheets, and;
 - (iii) the Trading Account Fee Form.
- (b) It is in your own best interest to read and understand each of the documents referred to above, as they will form the contract between DP and you will be bound by them. If there is anything you do not understand or you think is missing or that you do not agree to, contact Client Services. In addition, if there is anything you have relied on, that is not set out in the Terms, you must tell us. However, please note that (apart from the documents referred to above) nothing else will form part of the contract between us and no variation will apply unless we have expressly agreed in writing with you any such additional provision or variation.
- (c) Meanings. The meanings of various words and expressions used in the Terms are set out in the definitions clause.
- (d) Tax. In relation to tax:-
 - (i) we are not providing tax advice. We will not advise you of existing tax laws or changes to tax laws;
 - (ii) it is up to you to obtain your own tax advice;
 - (iii) your tax situation will depend on, for example, your personal circumstances and the tax jurisdiction that applies to you;
 - (iv) tax treatment may well change in the future;

- (v) you are responsible for any and all taxes (including stamp duty and capital gains tax) payable by you in connection with your Trades and other transactions. If we have to pay any of these on your behalf, you must repay us;
- (vi) if a Trade is subject to a financial transaction tax, we are entitled to debit the tax concerned from your Account, and if we do so we will pay the amount debited to the relevant tax authority on your behalf;
- (vii) you acknowledge that in certain cases, including but not limited to when using the Services offered by the Company in respect of Securities listed in the United States and/or the United Kingdom and/or otherwise as applicable, and/or other Financial Instruments relating to Securities listed in the United States and/or the United Kingdom and/or otherwise as applicable, you might be subject to applicable tax, governmental or administrative levy(ies) and fees or other liabilities, charges, costs and expenses payable in connection with the transactions effected on his behalf. Therefore, such taxes or other costs and liabilities will be withheld or added or deducted as applicable to the Client Account Balance.
- (viii) when you wish to use the Services offered by the Company under this Agreement in respect of Securities listed in the United States and/or other Financial Instruments relating to Securities listed in the United States, the Company may request you, in accordance with applicable US legislation, and you agree to provide the Company with the relevant US Tax Form, within the deadline that the Company shall specify, before the Company can provide its Services in respect of such Financial Instruments.
- (ix) When you already hold Financial Instruments in the US and you have not provided the relevant US Tax Form, the Company may request you, in accordance with applicable US legislation, and you are obliged to provide the Company with the relevant US Tax Form, within the deadline that the Company shall specify. If you fail to return the signed and completed US Tax Form within the deadline specified by the Company, the Company shall have the right to sell the US Shares held by the Client in any manner as the Company shall deem appropriate.

22.6 Risk Disclosure Notice.

Please refer to our Risk Disclosure Notice. This lists some of the risks generally associated with trading on Company's products but is by no means an exhaustive statement of these risks. A copy of our Risk Disclosure Notice may be available on our Website or communicated to you otherwise.

22.7 DP:-

- (a) does not monitor your Trades or Open Positions;
- (b) does not assess whether your trading is suitable for you;
- (c) in relation to any orders placed with the Company, the Company will affect such orders either as broker (agent) or Market Maker (principal). For clarity purposes it is noted that DP may act both as principal and agent.
- (d) with regards to Dealing in Securities, the Company will act as execution-only broker and will provide Dealing in Securities services. The Company will also hold and administer client's funds and instruments as custodian, and for this purpose the Company may delegate certain obligations under this Agreement to Third Parties (nominees/sub custodians).

- (e) notwithstanding any provision of the Terms, has no obligation to close any Open Position or cancel any Order regardless of your Risk Level.

22.8 Advise and Commentary

- a) The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgment.
- b) The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.
- c) The Company will not provide to the Client any trading and or other advice, but it may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:
- The Company will not be responsible for such information.
 - The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
 - This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.

22.9 Your Client Account

- (a) If we accept your application to open a Client Account with us, we will open a Client Account for you and at that point a contract will have arisen between us on the Terms.
- (b) We will provide you with your login and password. You are advised to keep your Account number, login details and password confidential.
- (c) If you open an Account with us, you will have agreed to and accepted the following:
- our Terms;
 - our Risk Disclosure Notice;
 - our Privacy Policy; and
 - any other applicable document or policy set out in the declaration section of the Account Application Form or is available at our Website or was communicated to you otherwise.

22.10 Introducing Brokers

- (a) In cases where the Client is introduced to the Company through a third person such a business introducer or associate or affiliate ("Introducer") the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer. The Company and the Introducer are wholly separate and independent from one another. Any agreement between the Company and the Introducer does not establish a joint venture or partnership and the Introducer is not an agent or an employee of the Company.
- (b) The Client acknowledges that any such Introducer will be acting solely as an independent intermediary and that no such Introducer will be authorized to make any representations concerning the Company or the Company's services nor shall it be authorized to take any obligations in the name of the Company. It

is also made clear that Introducers are not authorized to bind the Company in any way, to offer credit in Company's name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in Company's name or collect clients' funds. It shall be noted that Introducers or any other third party are prohibited to provide to the Client with advice or any misleading or inaccurate information regarding any of the services provided by the Company (including, without limitations, written or oral recommendations), and whilst the Company has in place robust controls for the effective oversight of Introducers that may provide information to Company's prospect Clients, the Client shall acknowledge and agree that the Company does not endorse or vouch such information if provided by any Introducer.

- (c) The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.
- (d) In cases, where the Client is introduced to the Company by an Introducer, the Client acknowledges and agrees that certain information regarding his personal and/or trading data may and will be disclosed to the Introducer for the purpose of calculating his commission.

22.11 Personal data

- (a) By opening a Client Account and trading with us, you be providing us with personal data within the meaning of the Applicable Laws. We are bound by the Applicable Laws and shall manage all such personal data in accordance with our Privacy Policy, which forms an integral part of this Agreement.

23. AUTHORIZED REPRESENTATIVES

- 23.1 The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all of the Company specifications for this.
- 23.2 Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company, without prejudice to paragraph 40.4 herein, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.
- 23.3 The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least 5 days' notice prior the termination of the authorization date.
- 23.4 The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:
 - a. if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
 - b. an Event of Default occurred;
 - c. in order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws; or
 - d. in order to protect the interest of the Client.

24. MULTIPLE ACCOUNT HOLDERS

- 24.1 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 24.2 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

25. BONUS AND PROMOTIONS

- 25.1 The Company may offer various types of Bonus Programs from time to time. Each of them had different characteristics, criteria, and requirements that must be met in order for you to be able to get a Bonus. We strongly recommended that you read the characteristics of each Bonus Program and make sure you understand and agree with the Terms and Conditions of each Bonus. Any bonus or similar benefits provided by the Company from time to time should only be used for trading purposes and may not be exchanged for cash.
- 25.2 Any Terms and Conditions of the Bonus / Promotion's the Company may offer from time to time will be communicated to the Client prior participating to such Promotions. By participating on such Promotion, you automatically accept such particular Promotion's Terms and Conditions.
- 25.3 The Company reserves the right to revoke or change the offers/promotions at any time without prior notice.

26. INTEREST AND COSTS YOU MAY HAVE TO PAY

- 26.1 If you do not pay on time any amount you owe us (except interest) you will have to pay us interest on the unpaid amount until you have paid it in full. The rate of interest will be 4% above the base rate of Mauritius Commercial Bank, as varied from time to time.
- 26.2 If an amount owed to DP is unpaid, interest, as above, will accrue before and after we go to court and obtain a judgment against you.
- 26.3 If DP incurs costs (such as legal fees) recovering amounts from you or enforcing our rights against you and we obtain a judgment against you, you will have to pay costs that are awarded by the Court to us.
- 26.4 If you pay us any amount in any currency other than your Base Currency, we can charge you any costs we incur in converting to your Base Currency.

27. CURRENCY CONVERSION

- 27.1 We can convert any amounts in relation to your Account from any currency into your Base Currency. These amounts include cash, profits, losses, amounts you have paid to us, amounts you owe us or we owe you.
- 27.2 If you pay us any amount in any currency other than your Base Currency or we otherwise convert amounts into your Base Currency (as above), then we can charge you any costs we incur in converting to your Base Currency.
- 27.3 Currency conversion will be at the rates we specify acting reasonably. In the event of currency fluctuations, the Company will have no liability for any losses or damages incurred on the Client.

28. ERRORS

- 28.1 If an Open Position or Order is based on Manifest Error we can in our sole discretion (but are not obliged to), acting reasonably and in good faith:-
- a) void the Trade. In doing this we will close the relevant Open Position as if it had never been placed; (b) void the Order, as if it had never been placed; or
 - b) adjust the Open Position or Order, so that it is the Open Position or Order that would have been placed without the Manifest Error.
- 28.2 We can exercise the above rights regardless of the effect it may have on your other Open Positions or Orders, or other positions you may have with a third party and even if a loss arises as a result. You can also ask us to exercise the above rights.
- 28.3 You must inform us as soon as practicable if you think an Open Position or Order is based on a Manifest Error.
- 28.4 If a Trade or Open Position has been properly executed but has been inaccurately recorded, that inaccuracy will not affect the validity of the actual Trade or Open Position that was executed. You will not be able to enforce the inaccurate recording.
- 28.5 If we decide to exercise the above rights, then we will do so as soon as reasonably practicable after we
- 28.6 have become aware of the Manifest Error. If reasonably practicable we will give you notice before we exercise those rights, but we can exercise those rights without giving you notice and if we exercise without giving you notice we will inform you that we have done so.
- 28.7 We shall not be liable for any loss that arises as a result of a Manifest Error or the exercise of our rights above, unless that loss arises because of our fraud, wilful default or gross negligence.

29. EVENT OUTSIDE OUR CONTROL AND MARKET DISRUPTION EVENT

- 29.1 If an Event Outside Our Control or a Market Disruption Event occurs we can in our sole discretion (but are not obliged to) do all or any of the following, acting reasonably and in good faith:-
- (a) close any Open Positions;
 - (b) cancel and/or execute any Orders, adjust execution prices or bet/trade sizes of Orders;
 - (c) change Margin requirements and/or the method of calculating Margin, Margin %, Risk Level requirements, Spreads, Tick Factors, commission, financing charge, dividend adjustment, short borrowing charge, minimum and maximum trade sizes and DP Prices. This applies to existing Open Positions and Orders and/or new Trades and Orders;
 - (d) change DP Prices on any Open Positions or the bet/trade sizes of any Open Positions;
 - (e) refuse any Trades or Orders;
 - (f) cease or suspend trading or alter Trading Hours;
 - (g) require immediate payment of all amounts you owe, including so that your [Available Funds](#) are not less than zero;
 - (h) void or roll over any Open Positions; or

(i) do or omit to do anything we think fit acting reasonably to protect ourselves and our clients as a whole.

29.2 If we decide to exercise the above rights, then we will do so as soon as reasonably practicable after we have become aware of the Event Outside Our Control or Market Disruption Event. If reasonably practicable we will give you notice before we exercise those rights, but we can exercise those rights without giving you notice and if we exercise without giving you notice we will inform you that we have done so.

29.3 We shall not be liable for any loss that arises as a result of the exercise of our rights above, unless that loss arises because of our fraud, wilful default or negligence.

29.4 In the case of an Event Outside Our Control, you may not be able to access the Trading Platform and you may not be able to contact us by telephone or Bloomberg Messenger.

30. INSOLVENCY EVENT OF AN UNDERLYING

30.1 If an Insolvency Event occurs in relation to any Underlying to which your Open Positions or Orders relate, we can in our sole discretion (but are not obliged to) exercise the rights as set out in the Event Outside Our Control and Market Disruption Event clause in relation to such Open Positions and Orders, acting reasonably and in good faith.

30.2 If we decide to exercise the above rights, then we will do so as soon as reasonably practicable after we have become aware of the Insolvency Event. If reasonably practicable we will give you notice before we exercise those rights, but we can exercise those rights without giving you notice and if we exercise without giving you notice we will inform you that we have done so.

30.3 We shall not be liable for any loss that arises as a result of the exercise of our rights under this clause, unless that loss arises because of our fraud, wilful default or negligence.

31. MARKET SUSPENSION, DELISTING, CORPORATE ACTION, DIVIDENDS

31.1 **Market Suspension:** If at any time trading on the underlying market is suspended of a Security or in any Financial Instrument that forms the subject of the Transaction, then the applicable Transaction will also be suspended and neither the Client nor the Company will be able to sell such Financial Instrument until such suspension is terminated and trading recommences. Following lifting of suspension, any order that the Client may have given with respect to the Financial Instrument that have been triggered will be executed as soon as is reasonable in the circumstances having regard to liquidity in the underlying market. The Company cannot guarantee that such order will be executed at the first available underlying market price. It is provided that the Company shall notify the Client regarding any suspension, as soon as reasonably practicable from the time such suspension became known to the Company.

31.2 **Delisting:** Where the Underlying Asset of a Financial Instrument or a Security is in respect of a company, and that company is delisted from the underlying market, goes into insolvency or is dissolved, at which point the Client's order will be cancelled and any Financial Instrument held will be dealt with in accordance with the terms of the delisting, insolvency or dissolution, as applicable. In case the Company will be notified that the Financial Instrument that is subject to the Underlying Asset the Client holds is likely to be delisted, the Company will promptly inform the Client, and then promptly sell the Financial Instrument on Client's behalf at such time and price, and in such manner, as it determines after taking into consideration the best interest of the Client.

31.3 **Corporate Actions:**

- a) If an Underlying Asset is subject to a Corporate Action, the Company will make an effort to adjust the Trading Account and/or the respective Positions in respect of a Corporate Action depending on the circumstances of each event and according to Company's sole discretion attributable to any specific Position held, without being obligated to inform the Client. Such adjustment shall be calculated net of any taxes which may apply with respect thereto. In doing so the Company will make best efforts to affect such adjustment on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice and/or taking into account the treatment received from Third Parties. Nothing contained herein shall be construed as an obligation of the Company to provide any right resulting out of a Corporate Action.
- b) It is the Client's obligation and responsibility to ensure that it is fully aware of the Corporate Actions or other events related to any Underlying Asset on which its Transactions are based. The Client acknowledges and agrees that not all Corporate Action can be known in advance. It is also Client's responsibility to ensure it has sufficient monies on the Trading Account to satisfy any purchase of Financial Instruments pursuant to a Corporate Action.
- c) If the Underlying Asset becomes subject to an adjustment as the result of a takeover or transformation action, the Company may determine the appropriate adjustment to be made to the Financial Instrument price or contract quantity as considers appropriate to account for said event, all according to the sole discretion of the Company. Such adjustment shall represent the economic equivalent of the rights and obligations of the Company and the Client next to the time of the action.
- d) The Company reserves the right to liquidate any Financial Instrument at the market price as soon as practical following such Corporate Action taking place in order to make any required adjustment (price, quantity or any other adjustment) resulting out of the Corporate Action.
- e) If the Underlying Asset of a Financial Instrument offered by the Company becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even to withdraw the specific Financial Instrument from the Company's trading Platform.
- f) The Company reserves, in case of corporate event(s) as defined below, the right to one of the following procedures:
- Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment by written notice sent either by regular mail or email, or through the Platform as soon as is reasonably practicable.
 - Close such positions at the last price of the previous trading day and open the equivalent volume of the Financial Instrument at the first available price on the ex-dividend day.
 - Leave such positions open and incur all costs on the Client (important notice: while opening a "short" position on an underlying index and their respective connected securities that might be involved in a corporate event, the Company shall adjust the Client or the Trading Account with such cost and shall notify the Client as soon as reasonably practicable).
- g) Where a limit order or stop order is placed in respect of a Security or other Financial Instrument underlined by a Security which has been suspended from trading or who had a corporate action before execution or if Client's or Trading Account is suspended, the Company may, but are not under any obligation to, cancel such limit or stop Order.
- h) Where a Corporate Action results in a fractional entitlement to part of a Financial Instrument, then the Company may aggregate those fractional entitlements and sell such fractional Securities and credit Trading Account with a cash value which may be subject to a minimum charge. Where Corporate Actions affect some but not all Securities held in a pooled account, the Company shall allocate the Securities which are affected to relevant clients in such a fair and equitable manner as we reasonably consider is appropriate.
- i) The Company will reflect a Corporate Action on Trading Account as soon as practicable after receiving confirmation that the Corporate Action has been completed. If we are notified of a class action or group

litigation that is being proposed or taken concerning Securities that we are holding on your behalf, we are not required to tell you about this or otherwise act on that notification.

31.4 Dividends:

a) Dividends: In the event of a distribution of cash dividends in relation to an Underlying Asset of a Financial Instrument, a dividend adjustment will be made to the Client's Balance with respect to the subject Positions held by the Client at the end of business day which precedes the ex-dividend date. The dividend adjustment shall be calculated by the Company, based on the size of the dividend, the size of the Client's position, taxation (if applicable) and whether it is a buy or a sell Transaction, whereby in long Positions the adjustment shall be credited to the Client's Balance and in short positions the adjustment shall be debited from the Client's Balance. Dividends shall be credited or debited from the Client's Balance outside the underlying share's trading hours and before and after the opening of the share's next trading day and are contingent upon the Client holding its respective Position at the time of the dividend adjustment. During this period, in order to keep the fair value of the Client's Equity until the opening of the next trading day, the Company shall adjust the Client's Position in accordance with the dividend amount debited or credited from the Client's Balance.

b) In relation to Dealing in Securities:

- Subject to the laws and/or regulations governing Securities held by and/or on behalf of the Client, the Company at its sole and absolute discretion may inform the Client of -and/or exercise- any voting rights attaching to Securities held by the Client at any given time, whether exercisable at a general meeting of a company and/or in writing and/or otherwise, in accordance with the laws and/or regulations applicable to the exercise of such rights.
- Unless otherwise provided for under the laws and/or regulations governing Securities held by and/or on behalf of the Client, the Company is not obliged to notify the Client or arrange attendance at any annual general meetings or extraordinary general meetings applicable to the Securities held, and/or arrange the exercise of any voting rights attaching to such Securities, whether exercisable at an annual general meeting or otherwise.
- Once the Company receives from any Third Party any periodic payments accruing to Client's Custody Assets, such as dividends:
 - a. In the case of any cash payment received, the Company shall credit a sum equivalent thereto (net of any applicable withholding or deduction for or on account of Tax as per Applicable law) to the Account Balance (in the case of cash payment in respect of Custody Assets); and
 - b. In the case of any distribution received by way of additional securities in respect of such Custody Assets, credit the Custody Account with such additional securities.
- Notwithstanding the above, the Company will not be responsible for claiming and receiving dividends, interest payments and other income payments accruing to your investments in Securities we hold on Client's behalf.

32. MARKET ABUSE AND OTHER PROHIBITED TRADING TECHNIQUES

32.1 DP will frequently hedge its liability to you by opening analogous positions with other institutions; as part of this we may buy or sell shares, units or other financial instruments in respect of the Underlying to which your Trades, Open Positions or Orders relate. A consequence of DP doing so is that your Trades, Open Positions

and/or Orders can through our hedging exert a distorting influence on the Underlying, in addition to any impact on DP Prices. This creates a possibility of market abuse.

- 32.2 You represent and warrant to us on entering into the Terms and each time you Trade, create an Open Position, place or cancel an Order or give us any other instruction that:
- (a) you will not place and have not placed any Open Position, Trade and/or Order with us or otherwise (when you deal with us) behaved nor will you behave in a manner that would amount or raise suspicion of market abuse and/or market manipulation by you (or by you acting jointly or in collusion or in concert with another person). For the purpose of assessing whether you have done so, you may (where relevant) be deemed to have dealt directly in the Underlying to which your Open Position, Trade and/or Order relates.
 - (b) you will not place and have not placed an Open Position, Trade and/or Order that contravenes or raises suspicion of contravention of any primary or secondary legislation or other law or regulatory rules including in relation to insider dealing.
 - (c) you will not place and have not placed an Open Position, Trade and/or Order in any other abusive way, including but not limited to lag trading and/or usage of server latency, internet delays, price manipulation, time manipulation, or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers at its sole discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct. Such practices may further include holding long and short Positions in the same or similar instruments at similar times, including through different Trading Accounts, or accounts held with different entities connected to the Company or together with others, for the purpose of manipulating or taking advantage of the Company or any of the services and benefits it may offer.
- 32.3 In the event that (i) you place an Open Position, Trade and/or Order in breach of any of the representations and warranties given above or (ii) we reasonably suspect that you have done so, we may in our absolute discretion (and with or without giving [notice](#) to you) and without being under any obligation to inform you of our reason for doing so, close that Open Position and/or Order and any other Open Position and/or Orders that you may have open at that time and also in our absolute discretion:-
- (a) enforce the Open Position or Trade against you if it is an Open Position or Trade under which you have made losses; and/or
 - (b) treat any outstanding proposed transactions as having been cancelled and/or close any Open Positions and/or sell any Securities held on your behalf at the time, or perform any actions deemed necessary under the circumstances
 - (c) treat all your Open Positions and Trades closed under this clause as void if they are Open Positions or Trades under which you have made profits, unless and until you produce conclusive evidence that you in fact have not committed the breach of warranty and/or misrepresentation as referred to above. If you do not produce such evidence within the period of six months from the date of closure under this clause, all such Trades (under which you have made profits) will be finally null and void as between us, and/or
 - (d) make the necessary corrections or adjustments on the Trading Account(s) involved (including, without limitation, adjusting the price spreads available to you; and/or
 - (e) retrieve from the Trading Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship;

(f) terminate the client relationship, the Account and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or

(g) to inform any interested third parties

Open Positions and Trades closed under this clause will be closed at the DP Price.

32.4 You acknowledge that we will not transfer voting rights relating to a Financial Instrument to you or otherwise allow you to influence the exercise of voting rights held by us or on our behalf.

32.5 You acknowledge that it would be improper for you to deal in a Financial Instrument if the sole purpose of such a transaction was to impact DP Prices and you agree not to conduct any such transactions.

32.6 Without derogating from any other provisions included in these terms, the Client while dealing in Securities will not perform a Transaction with the Company in connection with:

a) A placing issue, distribution or other analogous event;

b) An offer, take-over, merger or other analogous event; or

c) Any other corporate finance style activity, in which the Client is involved or otherwise interested; and

d) Any order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation.

32.7 We are entitled to report to any relevant regulatory authority any Open Positions, Trade, Order or other transaction undertaken by you which may constitute a breach by you of this clause.

32.8 The exercise by DP of any of its rights under this clause in respect of any Open Position, Trade and/or Order, shall not affect any other right of DP (under the Terms or at law) whether in respect of that Open Position, Trade and/or Order or any other Open Position, Trade and/or Order.

33. ABUSE OF OUR SYSTEMS

33.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is personal, non-transferable, non-exclusive and recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available on our Website from time to time), solely for personal use and benefit in order to place Orders in a particular Financial Instrument(s) in accordance with the terms of this Agreement. Should the Agreement be terminated for any reason, the license will automatically be revoked, and the Platform software must no longer be used by the Client.

33.2 The Platform may contain software provided by third parties, and such third parties' software is provided "As Is" without any warranty of any kind. If any third-party software is included within the Platform, then such third-party software shall be provided subject to the terms of this Agreement. The Client shall fully comply with the terms of any third-party software licenses that the Company may provide him with from time to time.

33.3 You shall not do or omit to do any act or thing in relation to the Trading Platform and/or any other system, software or communication network that directly or indirectly:

- (a) causes any delay or latency in respect of any DP Price;
- (b) results in a DP Price which is not our then current DP Price in respect of the Market concerned; or
- (c) facilitates (or attempts) a Trade at an DP Price which is not the current DP Price at the time of the Trade (or attempt to Trade) in respect of the Market concerned.
- (d) access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Services and/or Platforms and/or computer system(s).

33.4 Further you shall not:

- a) access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Services and/or Platforms and/or computer system(s); or
- b) use any software, which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Services and/or computer system(s) with an ultimate purpose of gaining unfair advantage and exploiting our Platform; or
- c) to use any software in such a way which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders.

33.5 If we become aware of any of the circumstances set out in 33.3 and 33.4 above or we reasonably suspect that any of those circumstances apply, then DP may in its sole discretion (but is not obliged to):

- (a) void the Trade or Trades concerned. In doing this we will close any relevant Open Positions as if they had never been opened. If an Open Position was opened and closed, we can treat such Open Position as though it had never been opened and closed;
- (b) allow the Trade or Trades concerned and/or any associated Open Positions to remain in place until closed in accordance with the Terms;
- (c) refuse any Trades or Orders;
- (d) require that any Trades or Orders you place via the Trading Platform are subject to acceptance via our Dealing Desk before they are treated as placed. If we do this, it means that even if the Trading Platform accepts a Trade or Order it will not be deemed placed unless our Dealing Desk has confirmed that it is accepted;
- (e) prevent you placing Trades and Orders via the Trading Platform and require that all your Trades and Orders are placed via the Dealing Desk;
- (f) require immediate payment of all amounts you owe, including in respect of Margin, losses and any negative balance of your Client Account;
- (g) do or omit to do anything we think fit acting reasonably to protect ourselves and our clients as a whole;
- (h) suspend your Client Account;
- (i) close your Client Account.

33.6 We can exercise the above rights regardless of the effect it may have on your other Open Positions or Orders, or other positions you may have with a third party and even if a loss arises as a result.

- 33.7 DP is not required to give advance [notice](#) to you of the exercise of its rights as above, but DP will inform you as soon as practicable that it has exercised such rights.
- 33.8 The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client. This will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible. From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Platform or parts of it without liability under this Agreement. In such a case, it shall use reasonable endeavors to replace any part of the Platform with an equivalent where practicable.
- 33.9 The Client acknowledges that the electronic nature of the Company's services may be subject to events, which may affect their access to the Company's electronic systems (e.g., Website and/or Trading Platform) including but not limited to interruptions or transmission blackouts. Clients acknowledge that the Company bears no responsibility for any damages or losses resulting from such events which are beyond the Company's control or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from Client's inability to access the Company's Electronic Systems or delay or failure in sending Orders.
- 33.10 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):
- a) Use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s);
 - b) Intercept, monitor, damage or modify any communication which is not intended for him.
 - c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;
 - d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
 - e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation
 - f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s);
 - g) Perform any action that could potentially allow the irregular or unauthorized access or use of the Platform(s);
 - h) Carry out any commercial business on the Platform.
 - i) Should the Company reasonably suspect that the Client has violated the terms of this paragraph, it is entitled to take one or more of the counter measures of paragraph 13.2. of the present Terms and Conditions.

34. REPRESENTATIONS AND WARRANTIES

- 34.1 You make the following representations and warranties to us when you submit your Client Account Application Form, enter into the Terms and each time you place a Trade, Open Position or Order, or give any other instructions:-

Direkt Prime ("DP") Trading Name of RGL Capital (Mauritius) Limited. Authorised and Regulated by the Financial Services Commission (FSC), with Reference Number C114012695. Registered Address: The Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40 Cybercity, 72201, Ebene, Republic of Mauritius. RGL Capital (Mauritius) Limited holds an Investment Dealer (Full-Service Dealer Excluding Underwriting) License pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008.

- (a) that you have full capacity and authority to do so;
- (b) that in doing so you are in full compliance with all laws, the Regulatory System and all Applicable Laws and regulatory rules in the jurisdiction in which you reside and/or which otherwise apply to you and that there are no restrictions on the markets or Financial Instruments in which any Transactions will be sent for execution, depending on your nationality or religion;
- (c) that you are acting in person or (if you are not a natural person) by someone duly authorised to act for you;
- (d) that all the information you have provided to us in your Application Form and otherwise, is true accurate and complete in all material respects and that you will inform the Company immediately and in writing if at any given time any information provided to the Company becomes misleading or it affects his capacity and ability to trade and transact with the Company;
- (e) that you signed your Application Form or (if you are not a natural person) someone signed it who was duly authorised to do so;
- (f) that you agree to the Terms, the Risk Disclosure Notice, Privacy Policy, AML Policy, Restricted Countries Policy, Conflict of Interests Policy, Complaints and Dispute Policy, Online Security Notices, and any other document available on our Website or communicated to you otherwise;
- (g) that the Terms bind you;
- (h) that you act as principal and not as any other person's agent or representative or trustee or custodian on behalf of someone else.;
- (i) if you are a natural person, you are 18 years old or over;
- (j) All funds deposited by you in the Client Account belong to you, are free of any lien, charge, pledge and any other encumbrance and were not obtained by you, either directly or indirectly, from illegal activity. If the Company reasonably suspects that the client is in breach of the above warranty, it may, without derogating from its other rights under this agreement and applicable law, to freeze the Client Account, either by prohibiting additional deposits, declining Order and/or declining or delaying any withdrawal requests, terminating existing Positions and/or any other means it is allowed or required to take under Applicable Regulation. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases
- (k) Company's services are not available to US Persons as defined by the Internal Revenue Services (IRS). You declare that you are not a US Person, and further agree and accept that you are under obligation to notify the Company of any changes to your residential status for purposes of IRS Reporting. Should you become a US Person after accepting the present Agreement, you must notify the Company immediately. This may result in closure of your and termination of the present Agreement as described hereunder.
- (l) You consent to the provision of the information of the Agreement by means of a Website or email;
- (m) You are solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with its use of the Website, the Trading Platform. You shall be responsible for all access and service fees necessary to connect to the Website and the Trading Platform and assume all charges incurred in accessing such systems. You will implement, operate and maintain appropriate protection in relation to the security and control of access to your computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information or data.

- (n) You confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, policies and information about the nature and risks of investments by posting such information on the Website or email.

35. ALTERATION OF TERMS

- 35.1 The Company may upgrade the Account, convert Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.
- 35.2 Unless provided differently elsewhere in the present document, the Company has the right to amend the present Terms and Conditions at any time giving to the Client at least three (3) Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.
- 35.3 Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

36. COMMUNICATIONS AND NOTICE

- 36.1 The Company's official language is the English language and the Terms as well as other legal binding documentation and other information will be supplied to you in English and we will communicate with you in English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 36.2 You can only open and close Open Positions and Trades, place and cancel Orders and otherwise give instructions in relation to your Trades via the Trading Platform or our Dealing Desk (or other means such as WhatsApp, Bloomberg Messenger and Telegram, by using his Access Data and/or provide any essential details that might requested by DP, if we have agreed in writing that you can use such other means to place offers to Trade).
- 36.3 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details. Should the Client fail to do so, the Company shall have no liability should any important notices or cheques issued in his name are lost when sent by the Company at his last know details.
- 36.4 The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, post, commercial courier service, air mail or the Company's Website. The following methods of communication are considered as Written Notice from the Client to the Company: email, post, commercial courier service or air mail or commercial courier.
- 36.5 Without prejudice to any other provisions of the Agreement, any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports etc.) are deemed received:
- a. If sent by email, within one hour after emailing it and provided the email has left from the
 - b. sender's outlook.

- c. If sent by the Platform's internal mail, immediately after sending it.
 - d. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.
 - e. If sent by post, seven calendar days after posting it.
 - f. If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
 - g. If sent by airmail, eight business days after the date of their dispatch.
 - h. If posted on the Company Webpage, within one hour after it has been posted.
- 36.6 Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Any Notices received outside the normal working hours shall be treated as being received the following Business Day.
- 36.7 We are entitled to record all our telephone conversations with you and you specifically agree to this. We also maintain a log of all your dealings with us via the Trading Platform or any other electronic medium. All these recordings and logs will be our property and we may use them in the case of a dispute. We will also keep a copy of your Account Application Form and the Terms.
- 36.8 You agree that any communication transmitted by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding on you, any communication (whether or not in writing) that we reasonably believe to have been made or transmitted by you or on your behalf by any agent or intermediary whom we reasonably believe to have been duly authorised by you. You agree that we will rely on your Client Account number and/or password to identify you and agree that you will not disclose these details to any person who is not duly authorised by you. If you suspect that your Account number and/or password has been learnt or may be used by any other person then you must notify us immediately.
- 37. TERMINATION**
- 37.1 This Client Agreement comes into force on the day we allocate you an Account number. The Terms continue in force until:
- (a) termination as provided in this Client Agreement;
 - (b) cancellation by you giving us written notice of cancellation (and closure of your Client Account) within 14 days of the date we allocate you an Account number (you must send that notice to Client Services). If you do not cancel, the Terms will continue but you still have a separate and independent right to terminate as mentioned below;
 - (c) termination by you giving us a written notice to close your Account. You can give us this notice at any time; or
 - (d) termination by us giving you not less than 3 days' written notice that we will close your Client Account.
- 37.2 If any notice is given (by DP or you) to cancel or terminate the Terms or to close your Account:
- (a) you will only be able to Trade insofar as necessary to close your Account. In particular, you will not be able to place any new Trades or Orders nor to give any other instruction, except insofar as necessary to close a Trade or to cancel an Order in place before the notice of cancellation or termination was given;

- (b) Orders that were in place prior to any notice being given to close your Client Account and/or the closure of your Client Account will only be executed if on execution they increase your Available Funds. Orders that on execution would reduce Available Funds will not be executed after such notice of closure or closure of your Account and those Orders will be cancelled.
- (c) You will have an obligation to close all your Open Positions. If you fail to do so, upon termination, the Company will close any Open Positions at current prices.
- (d) We will be entitled to refuse to to withdraw money from the Client Account and we reserve the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any of your pending under the Agreement.

37.3 Upon Termination any or all the following may apply:

- (a) We have the right to combine any of your Accounts, to consolidate the Balances in such Trading Accounts and to set off those Balances;
- (b) We have the right to close your Account(s);
- (c) We have the right to convert any currency;
- (d) We have the right to close out the Client's Open Positions at current prices;
- (e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of any liabilities current and/or future) pay such Balance to the Client as soon as reasonably practicable. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

37.4 Cancellation or termination of the Terms and the closure of your Client Account will not affect:-

- (a) any rights, obligations or liabilities that have arisen on or prior to cancellation, termination or closure including in relation to any Open Position or Orders. This means, in particular, that we will both continue to be liable to pay each other amounts payable;
- (b) any provision of the Terms which expressly or by implication is intended to survive cancellation, termination or closure (for example to calculate amounts payable).

38. LIMITATION AND LIABILITY

38.1 Nothing in the Terms will exclude or limit either party's: -

- (a) liability to pay amounts owed under the Terms;
- (b) liability for fraud, fraudulent misrepresentation, wilful default;
- (c) liability for death or personal injury arising out of that party's negligence; or
- (d) liability or duty owed under the Regulatory System or Applicable Laws, unless permitted to do so by the Regulatory System or Applicable Laws and which has been expressly excluded or limited in accordance with the Regulatory System or Applicable Laws. In the event of any conflict between the provisions of

this Client Agreement and the Regulatory System and Applicable Laes, the Regulatory System or other Applicable Law shall prevail.

38.2 DP is not liable for losses that arise in relation to the following even if that loss was reasonably foreseeable:

- (a) the exercise of any of our rights under the Terms, Applicable Laws and/or the Regulatory System;
- (b) an Event Outside Our Control;
- (c) any action we take in accordance with our rights under the Terms in connection with the following:
 - (i) a Corporate Action;
 - (ii) an Event Outside Our Control;
 - (iii) an Insolvency Event;
 - (iv) Manifest Error; or
 - (v) a Market Disruption Event;
- (d) any trades you make (or orders you place) or refrain from making (or placing) using any third party tools or functions ;
- (e) provided we have used reasonable endeavours to make the same generally available to our Clients to the extent within our reasonable control, the Website, Trading Platform and/or the Client Portal inaccessible and/or useable in whole or in part (including you being unable to place a Trade or Order or give any other instructions) for any reason including, by reason of an Event Outside Our Control and/or by reason of any maintenance, upgrades, developments or the like;
- (f) provided we have used reasonable endeavours to make the same generally available to our Clients to the extent within our reasonable control, you being unable to communicate with us for any reason, for example due to failure of internet, telephone or any other communication system;
- (g) the use, operation, performance and/or failure of any third party trading systems, software or services not provided by DP;
- (h) provided we have taken reasonable steps to prevent the same to the extent within the reasonable control of DP, the unauthorised access by any person to the Trading Platform or the corruption of data sent to or by DP or any unauthorised access to or dealings on your Account (via the Trading Platform, telephone or otherwise);
- (i) the acts, omissions or fraud or negligence of any third party including but not limited to an Introducer;
- (j) any loss, expense or damage you suffer, if that does not arise as a result of our breach of the Terms;
- (k) As a result of you engaging in social trading, under which you are automatically following other traders Orders;
- (l) the acts, omissions or fraud or negligence, or the insolvency of a bank, payment service provider, intermediate broker, clearing house, OTC counterparty or Custodian;

- 38.3 The Client agrees to fully indemnify, defend and hold the Company, its partners and their respective companies and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) the execution of this Agreement; (ii) the provision of the Services; (iii) any breach of this Agreement by the Client; (iv) violation by the Client of any law or regulation or the rights of any third party; (v) use by the Client or an Agent of the Services or the Platform or use by any other person accessing the Services or the Platform using Client's or Agent's Access Data (vi) Orders or instructions provided by the Client or an Agent or any other person claiming to act in Client's name.
- 38.4 The Client agrees to fully indemnify, defend and hold the Company, its partners and their respective companies and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) the execution of this Agreement; (ii) the provision of the Services; any breach of this Agreement by the Client; (iv) violation by the Client of any law or regulation or the rights of any third party; (v) use by the Client or an Agent of the Services or the Platform or use by any other person accessing the Services or the Platform using Client's or Agent's Access Data, or (vi) Orders or instructions provided by the Client or an Agent or any other person claiming to act in Client's name.
- 38.5 If the Company, its Directors, Officers, employees, Affiliates, or Agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), that the Company, its Directors, Officers, employees, Affiliates, or Agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.
- 38.6 The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).
- 38.7 The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).

If the limitations and exclusions in this limitation and liability clause are not acceptable to you, you should not deal with DP and should close any Account you may have opened.

39. WAIVER ETC

- 39.1 or we delay in exercising or fail to exercise any right or remedy, that will not be a waiver of that (or any other) right or remedy. Also it will not prevent any future exercise of that right or remedy.
- 39.2 No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that right or remedy.
- 39.3 A waiver or consent only applies in the circumstances for which it was given and does not prevent the party who gave that waiver or consent from subsequently requiring compliance with any provision it has waived or in respect of which it consented to non-compliance.
- 39.4 If you or we waive a particular breach, that will not be a waiver of any other breach and will not affect any other terms.

39.5 We can in particular waive or relax any of the obligations you owe to us. However, if we do this, we can subsequently require full compliance with the relevant obligation.

39.6 If either of us agrees any release, postponement or settlement of any liability of the other owed to it, that will not affect or prejudice any of the other liabilities owed to it or its other rights.

40. CUMULATIVE RIGHTS

40.1 Both parties have absolute discretion in the exercise of their respective rights. No right or remedy under the Terms excludes any other right or remedy at law or otherwise.

40.2 Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

41. SEVERANCE

41.1 If a Court (or any other body having power to do so) decides that any part of the Terms (including a clause or part of a clause) is invalid, that will not affect the rest of the Terms. Each clause and part of a clause is separate, can be severed and is enforceable accordingly.

42. RIGHTS OF THIRD PARTIES

42.1 The Associated Companies of DP can enforce the Terms. The successors and assignees of DP will be deemed to be parties to the Terms and able to enforce them.

42.2 No provision of the Terms shall be enforceable by a person who is not a party other than the Associated Companies of DP as referred to above, but this does not affect any right or remedy of a third party which exists or is available apart from under the Applicable Laws.

42.3 The Terms may be varied, amended or modified, or suspended, cancelled or terminated by agreement in writing between DP and you, in each case without the consent of any such third party.

43. ASSIGNMENT

43.1 Provided that in doing so DP complies with the Regulatory System, DP can assign, transfer, charge, sub-contract or deal in any manner (in whole or in part) with its rights and/or liabilities under the Terms.

43.2 You cannot assign, transfer, charge, sub-contract or deal in any manner (in whole or in part) with your rights and/or liabilities under the Terms.

44. WHOLE AGREEMENT

44.1 The Terms set out everything that has been agreed between us in relation to your Account. Nothing (apart from the Terms) is part of the contract between us unless we have specifically agreed in writing that it is binding between us.

44.2 The Terms replace all previous terms and conditions and market information sheets.

44.3 All other terms, conditions and warranties implied by statute or common law are excluded to the fullest extent permitted by the Applicable Laws.

45. DEFINITIONS

45.1 The following expressions have the meanings as set out below:

Access Data: the Login, Password and Username of the Client, which are required so as to have access on and use the Platform(s) and/or the Trading Account and/or the Client Account

Account or Trading Account: an account you have with us for trading. Each reference to Account shall be construed as a separate reference to each such Account you have with us. All Accounts have separate Account numbers.

Account Application Form: Our application form in relation to opening a Client Account.

Affiliate: in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

Applicable: Regulations or Applicable Regulations: (a) FSC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) any and all applicable laws, regulations, directives and guidelines (whether local or otherwise), the regulations, rules, by-laws and practices of any relevant exchange, market, clearing house or depository, or Third Party or the as in force from time to time in any jurisdiction.

Ask: the higher price in a Quote at which the Client may place a Long CFD position or buy Security.

Authorized Representative or Agent: the person of paragraph 23 of the present Terms and Conditions.

Available Funds: as defined in paragraph 2.1.

Balance: the total financial result in the Client Account or Trading Account as the case might be after the last Completed Transaction and/or Transaction in securities and depositing/withdrawal and any adjustment operation at any period of time.

Base Currency shall mean the first currency of a Financial Instrument against which the Client buys or sells the Quote Currency.

Bid shall mean the lower price in a Quote at which the Client may place a short Derivative Financial Instrument position or sell Security.

Business Day shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Mauritian or elsewhere international holidays to be announced on the Company’s Website.

Client for the purposes of the present Terms shall mean every person (natural or legal) to whom the Company provides any kind of services under the Agreement or otherwise and when the context so requires shall include a potential Client.

Client Account shall mean the unique personalized account of the Client which includes any of the Client’s payment wallet(s) and Trading Account(s), consisting of all Transactions, Open Positions and Orders in the Platform, Custody Assets, the Balance of the Client money and deposit/withdrawal transactions of the Client money. Reference to Account shall mean as the context may require, any and/or all of the payment wallet(s), Trading Account(s) and/or Client Account.

Client Money Rules: the provisions of the FSC’s Client Money Rules

Client Portal: any electronic back-office system we make available to you via the internet to facilitate you managing your Account(s).

Closed Position shall mean the opposite of an Open Position.

Company or DP or We or Us: RGL Capital (Mauritius) Limited a company registered in Mauritius with Registration number 120722 and FSC license number C114012695.

Completed Transaction: in a Derivative Financial Instrument shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

Contract for Differences or CFD: a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument under the Law.

Corporate Action: an event, action or equity change which has a diluting/concentrating effect or any other material effect on the market value of the underlying shares and/or Securities, as determined at the sole discretion of the Company, including but not limited to: (i) subdivision, consolidation, split, reclassification, cancellation, par value change or other change of the rights attached to the shares; (ii) rights offering, bonus issue, equity offering or equity redemption and any other event which materially affects or may materially affect the shares' price (including material company announcements, takeovers, tender offers, arrangements, payments-in-kind, mergers, de-mergers, spinoffs, MBOs, nationalizations etc.). (iii) a distribution to existing holders of the underlying Securities of additional Securities, other Securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the Securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive Securities, in any case of payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company; iv) Any other event in respect of the Securities analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the Securities v) Any event analogous to any of the above events or otherwise having diluting or concentrating effect on the market value of any security not based on Securities; vi) Any event that is caused by a merger offer made regarding the Company of the underlying asset/security.

Custody Account: an account in the books of the Company in which the Company records Securities held in safe custody on behalf of the Client;

Custody Assets: assets held in the Custody Account on behalf of the Client, which are arranged to be held in safe custody.

Derivative Financial Instrument: Any Financial Instrument offered by the Company that its price is derived from an Underlying Asset. The Derivative Financial Instruments that the Company may offer may include CFDs, Options, Futures, Swaps.

Dealing in Securities: Trading physical shares/Securities or other transferable instruments through the Company's Platform.

Eastern Time: Eastern Standard Time.

Equity: the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit/Floating Loss}$.

Event of Default: shall have the meaning given in paragraph 13.1. of the present Terms and Conditions.

Event Outside Our Control: any cause that prevents us performing and/or delays our performance of any or all of our obligations under the Terms which arises from or is attributable to acts events omissions or accidents beyond our reasonable control including:

- a) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, breakdown, failure or interruption of power supply or any electronic, communication, transmission or information system, accident, breakdown of equipment, plant or machinery, act of
- b) God, fire, flood, storm or default of sub-contractors or suppliers; war, civil war, armed conflict, terrorist

- attack, riot, civil commotion, malicious damage, nuclear, chemical or biological contamination, sonic boom;
- c) failure or delay of any third party in the performance of its obligations to us;
 - d) compliance with Applicable Laws and/or the Regulatory System; any that prevent us maintaining an orderly Market; an emergency or exceptional condition in relation to the Underlying; the suspension or closure of any market or exchange or the abandonment or failure of any event upon which we base, or to which we may relate, DP Prices, or the imposition of limits or special or unusual terms on any such event.

Financial Instrument: any Financial Instruments offered by the Company in accordance with its license and authorization.

Floating Profit/Loss: in a Derivative Financial Instrument shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

Free Margin: the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position or buy a Security. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

FSC: the Financial Services Commission of Mauritius, which is the Company's regulatory / supervisory authority.

Introducer: shall have the meaning as set in paragraph 21.1. of the present.

Insolvency Event: the occurrence of any of the following in relation to the person concerned:

- a) An order or resolution for winding up, dissolution, administration or bankruptcy; appointment of an administrator, receiver, administrative receiver, manager, liquidator or like officer;
- b) an encumbrancer takes possession of or sells all or part of that
- c) person's business or assets;
- d) any arrangement or composition with creditors or any
- e) application to Court for protection from creditors;
- f) it is or becomes unable to pay its debts as they fall due; anything analogous to the above under any jurisdiction.
- g) In the case of a Client who is a partnership, if any of the above happens to any partner (in that partnership), an Insolvency Event will be deemed to have occurred in relation to that Client.

In the Money: in relation to put options, shall mean when the strike price is above the market price and shall, in relation to call options, mean when the strike price is below the market price.

Long Position: for Derivative Financial Instrument trading shall mean a buy position that appreciates in value if underlying market prices increase.

Manifest Error: any obvious error, omission or misquote by us (including on our Trading Platform or by our Dealing Desk) or any third party. Examples include: wrong price (compared to prevailing prices in the Market and/or Underlying), month, expiry date or Market; any error or omission in any third party information such as an official result or pronouncement.

Margin: the necessary guarantee funds so as to open or maintain Open Positions in a Financial Instrument

Transaction or buy a Security.

Market Data: all information made available by DP to the Client including market and exchange data, quotations, indices, prices, volumes, news and other information, whether developed by DP or provided by a third-party provider. Any information resulting from the processing of Market Data remains Market Data subject to this Client Agreement if (a) the Market Data as transmitted by DP can be readily identified, recalculated or re-engineered from the information resulting from the processing of the Market Data; or (b) the information resulting from the processing of Market Data may be used as a substitute for Market Data.

Necessary Margin: shall mean the necessary margin required by the Company so as to maintain Open Positions.

Market Disruption Event: any of the following events:- (a) if a third party (e.g. an exchange) having power to do so exercises any of the following rights in relation to the Underlying:- cancellation of any trades; suspension, closure or limitation of trading (e.g. because price movements exceed permitted limits); imposition of limits or special or unusual terms on trading; decrease or increase in the exchange trading hours of the Underlying; unusual movement in the level of, or the unusual loss of liquidity in respect of, the Underlying on which DP Prices are based or our reasonable anticipation of the occurrence of the same; (b) the occurrence of any other event which causes a material disruption in respect of the Underlying on which DP Prices are based.

Market Information Sheet: our Financial Instrument market information sheets as amended and/or replaced from time to time. The Market Information Sheets are available on the Website.

Markets: the markets from time to time made available by DP for trading and 'Market' means any one of those markets.

Regulatory System: the arrangements for regulating the Company under the rules of the FSC.

Risk Level: the ratio of Total Account Equity to Total Margin, expressed as a percentage.

Open Position: an outstanding Transaction for the sale or purchase of a Financial Instrument, held in the Trading Account, which has not yet been closed.

Option: an option contract the Company and a Client the terms of which are derived from the terms of any contract entered into by the Company and a Liquidity Provider in relation to the Option.

Order: an instruction from the Client to the Company to open or close a position or to buy or sell a Security, a CFD or other Financial Instrument on the Company's Trading Platform.

Out of the Money: in relation to put options, shall mean when the strike price is below the market price and shall, in relation to call options, mean when the strike price is above the market price.

Parties: the parties to the Agreement - i.e., the Company and the Client.

Payment Wallet(s) shall mean unique personalized account(s) that the Client holds with the Company with the purpose to transfer money from and/or to the Trading Account(s) and is part of the Client Account.

Platform or Trading Platform or DP Platform: the electronic mechanism operated and maintained by the Company which might include but is not limited to the trading platform, computer and mobile devices, software, databases, telecommunication hardware, programs and technical facilities, which together or individually facilitate trading activity of the Client in Financial Instruments via the Client Account. It is understood that the Company may use different Platforms depending on the Financial Instrument or otherwise.

Quote: the information of the currency price for a specific Financial Instrument, in the form of the Bid and Ask prices.

Securities: Means (i) bond, debenture, note or certificate (whether in tangible or intangible form) or other instrument or equivalent intangible holding evidencing indebtedness; (ii) any share, interest or participation in the issued share capital of a company including any replacement shares, interests, or participations following a surrender, cancellation, conversion, sub-division or consolidation; (iii) any warrant or future on, or any option or right to subscribe for or purchase any of (i) or (ii) above; and any other securities or instrument as agreed between the parties from time to time, and includes in each case an interest in a security accruing by virtue of the fact that the security is held through a clearing system, custodian or other intermediary;

Services: shall mean the services provided by the Company to the Client under the Agreement or otherwise.

Settlement Date: with regards to Securities Dealing means the date on which funds and Securities must exchange hands between a buyer and a seller

Short Position: for a Derivative Financial Instrument trading shall mean a sell position that appreciates in value if underlying market prices decrease.

Slippage: the difference between the expected price of a Transaction in a Financial Instrument, and the price the Transaction is executed at the time that an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client's requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

Spread: shall mean the difference between the Ask and the Bid price.

Swap or Swap Rate: shall mean a charge by the Company for the interest cost and associated costs incurred in relation to the overnight rollover of an open position in Financial Instruments.

Trading Hours: the hours during which we are prepared to provide DP Prices and execute Trades and Orders for a particular Market, as specified in the [Market Information Sheets](#), as applicable.

Trade: a transaction entered into by you (or as the context requires which you propose to enter into) with us pursuant to the Terms, including the execution of an Order.

Transaction: any type of transaction undertaken by the Client or on behalf of the Client in the Client's account such deposits, withdrawals, orders for the purchase and sale of Financial Instruments etc.

Third Party: any party with whom the Company has entered into a Transaction or in an agreement in order to provide the services to the Client under this Agreement which might include agents, custodians, sub-custodians, depositories, clearing houses, nominees, Affiliates, and any individual or legal person undertaking a Transaction on behalf of the Company. For the avoidance of doubt, the Company at its reasonable discretion, may arrange for an order or transaction to be executed, or a service to be provided with or through such third-party.

Tick: means the minimum amount that the price or value of an Instrument may fluctuate.

Total Account Equity: the sum of the following: Account Balance; plus any positive Open Position P&L; less any negative Open Position P&L.

Total Margin: the total of all Margin in respect of all Open Positions on your Account.

Trading Account Fee Form: as applicable to your Trading Account, a form issued by DP to you and that (a) details any charges applicable to your Account that differ from those specified in the Market Information Sheets (b) sets

out any other specific terms and conditions agreed by DP with you; and as the same may from time to time be amended and/or replaced in accordance with the Terms. This form may be called 'the trading account fee form', 'the trading account fee acknowledgement form', 'the trade account fee form' or a similar name.

Underlying Asset or Underlying: The Underlying Financial Instrument (e.g., commodity, currency, index and precious metals) on which derivative's price of a Financial Instrument is based.

Website: the Company's website currently www.direktprime.com, or any website owned and/or operated by the Company. When construing the Terms (and subject to the context):

- (a) clause headings are for convenience and reference only;
- (b) words in the singular include the plural and vice versa; use of any gender includes the other genders;
- (c) any reference to **persons** includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- (d) any reference to a statute, the Regulatory System or any subordinate legislation refers to as amended, replaced and in force from time to time;
- (e) if we use the expression '**including**', **include**, **in particular**, **for example** or the letters **e.g.** or anything similar, that means that the words following are given by way of example only and do not limit words preceding those expressions;
- (f) unless otherwise stated a reference to a clause is to a clause in this Client Agreement.

45.2 In the case of any conflict between the documents that constitute the Terms, the following shall be the order of priority:

- (a) first, the Trading Account Fee Form;
- (b) second, this Client Agreement;
- (c) third, the Market Information Sheets

46. LAW AND JURISDICTION

46.1 Our relations prior to the establishment of any contract between us, all Trades and the Terms shall be governed by and construed in accordance with Mauritius law.

46.2 Except as mentioned below, the courts of Mauritius will have exclusive jurisdiction over any claim or matter arising under or in connection with the Terms and the legal relationships established by the Terms. However, nothing in this clause shall limit the right of DP to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdictions.

46.3 You irrevocably consent to any process in any legal action or proceedings arising out of or in connection with the Terms being served on you by post in accordance with this Client Agreement. Nothing in the Terms will affect the right of either party to serve process in any other manner permitted by law.

47. REGULATION OF DP

47.1 The Company's main business is the provision of Financial Products and related services. Its registered office is at 18 Edith Cavell Street, Port Louis, Mauritius and its license number is C114012695.

47.2 The Company is licensed and regulated by the Financial Services Commission of Mauritius as an Investment Dealer (Full-Service Dealer, Excluding Underwriting) Licensee.