

# CLIENT AGREEMENT

Version 2 – August 2024



## 1. INTRODUCTION

TibiGlobe (PTY) Ltd (hereinafter referred to as “**the Company**”) is a Company incorporated under the laws of South Africa, bearing the Company registration number 2018/054431/07, regulated by the Financial Sector Conduct Authority (hereinafter referred to as the “**FSCA**”), under license number FSP 50012. The Company’s Registered Office is 169 Oxford Road, Cradock Square, 1<sup>st</sup> Floor, Rosebank, Gauteng, 2196, South Africa. The official Website of the Company is [www.tibiglobe.com](http://www.tibiglobe.com) (hereinafter referred to as the “**Website**”).

This Agreement sets the terms and conditions based on which the Company shall provide Services to the Client and the Client shall receive such Services from the Company and governs the relation between them in that respect. It furthermore stipulates the representations and warranties as well as risk acknowledgments made by the Parties upon entering into this Agreement.

Tibi Cashier Ltd, a company incorporated under the laws of Cyprus with registration number HE 447263, has been appointed as the Juristic Representative of the Company.

The Agreement is electronically executed by checking and/or clicking the respective acceptance checkbox during the account registration process. For the avoidance of any doubt, the electronic execution of this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been physically signed.

When prompted to electronically execute this Agreement during the registration process, the Client also accepts and executes several other documents, policies, information which are available on the Company’s website. Such documents include but are not limited to:

- a) the “AML Policy”;
- b) the “Complaints Procedure Policy”;
- c) the “Refund and Cancellation Policy”
- d) the “Cookies Policy”;
- e) the “Privacy Policy”;
- f) the “Terms & Conditions”;
- g) the “Fees and Charges”;
- h) the “Trading Bonus Terms and Conditions”.

The aforementioned documents shall collectively and/or respectively be considered part of the Agreement and shall be construed as one and the same document. In case of conflict between (i) the terms included in the aforementioned documents and/or (ii) the terms included in the aforementioned documents and the terms included in this Agreement, the terms of this Agreement shall prevail.

The Client acknowledges and accepts that by executing this Agreement, also accepts and executes the aforementioned documents.

## 2. DEFINITIONS

2.1. In this Client Services Agreement (hereinafter the “**Agreement**” or “**Client Agreement**”) the following terms shall, unless the context otherwise pledges, have the following meanings, and may be used in the singular or plural as appropriate:

- i. “**Account**” or “**Trading Account**” shall mean a transaction account of the Client held with the Company;
- ii. “**Account Statement**” shall mean a periodic statement of the transactions credited or debited to an Account;
- iii. “**Account Summary**” shall mean a statement of the Clients securities portfolio, open positions, Margin Requirements, cash deposit etc. at a specific point in time;
- iv. “**Applicable Regulations**” means the South African Financial Sector Conduct Authority (South Africa FSCA); Rules or any other rules of a relevant regulatory authority; and all other applicable laws, rules and regulations as in force from time to time.
- v. “**Agent**” shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;
- vi. “**Ask**” shall mean the higher price in a Quote at which the Client may buy (go long) a Financial Instrument through our Platform;
- vii. “**Authorised Person**” shall mean a person authorised by the Client to give instructions to the Company;
- viii. “**Balance**” shall mean the funds available in an Account that can be used for trading on financial instruments.
- ix. “**Balance Currency**” means the currency in which Account(s) are denominated. All charges including spread(s), commission(s), and swap(s), will be calculated in that currency.
- x. “**Base currency**” shall mean the first currency in the Currency Pair.
- xi. “**Bid**” shall mean the lower price in a Quote at which the Client may sell (go short) a Financial Instrument through our Platform.
- xii. “**Business Day**” shall mean any day on which we are open for business;
- xiii. “**CFD Contract**” or “**CFD**” shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index. CFD contract constitutes an agreement between a “buyer” and a “seller” to exchange the difference between the current price of an underlying asset (shares, currencies, commodities, indices, etc.) and its price when the contract is closed. When the contract is closed the Client will receive or pay the difference between the closing value and the opening value of the CFD and/or of its Underlying Asset. If the

difference is positive, the Client will receive a payment. If the difference is negative, the Client will lose your invested amount. When trading in CFD's, the Client is trading on the outcome of the price of an underlying Financial Instrument, whereby such trading does not occur on a recognized or regulated market. The Client should understand that when trading in CFD's the Client will not receive delivery of the Underlying Asset and/or any other interest. A CFD is a Financial Instrument.

- xiv. **"Client"** shall mean the individual person, legal entity or firm being a customer of the Company;
- xv. **"Client Classification"** shall mean the Company's overall, product-, or transaction specific classification of Clients;
- xvi. **"Commercial use"** shall mean any use of the Trading Platform by Clients which are legal entities or firms;
- xvii. **"Commissions, Charges & Margin Schedule"** shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by the Company on a current basis. The Commissions, Charges & Margin Schedule is available on the Company's Website and may be supplied to the Client on demand;
- xviii. **"Contract"** shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by the Company with the Client;
- xix. **"Contract Option"** shall mean a contract between the Company and a Client the terms of which correspond in all respects to the terms of an option, which is quoted, listed or ordinarily purchased or sold on and cleared through a regulated market place or another market;
- xx. **"Counterparties"** shall mean banks and/or brokers through whom the Company may cover its Contracts with Clients or with whom the Company otherwise deals in relation to Clients' transactions;
- xxi. **"Currency of Account"** shall mean the currency that the Trading Account is denominated in which may be Euro and US Dollars or any other currency as offered by the Company from time to time and as per the Client's preferential choice
- xxii. **"Difference"** is the consideration to be paid from one party in a CFD transaction to the other, resulting from the difference between the opening and closing price of the underlying financial instrument in the transaction. In case of open positions and for Margin Requirement calculation purposes, Difference may also have the meaning of the calculated difference between the opening and prevailing market price of the underlying financial instrument in the transaction;
- xxiii. **"Durable Medium"** means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;

- xxiv. “**Equity**” shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$ ;
- xxv. “**Events of Default**” shall have the meaning given to this term in the relevant paragraph below;
- xxvi. “**FIFO**” is an abbreviation of “First in – First Out” and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, the Company will as a point of departure close the older Contract first;
- xxvii. “**FSCA**” shall mean the South African Financial Sector Conduct Authority, which is the Company’s licensing and supervisory authority.
- xxviii. “**FSCA Rules**” shall mean the Rules, Directives, Regulations, Guidance notes, opinions or recommendations of FSCA;
- xxix. “**Initial Margin**” for Financial Instruments trading shall mean the necessary margin required by the Company to open a position.
- xxx. “**Inside Information**” shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;
- xxxi. “**Introducing Broker**” shall mean a financial institution or advisor which is remunerated by the Company and/or Clients for referral of Clients to the Company and/or for provision of advice to such Clients and/or execution of such Clients’ transactions towards the Company;
- xxxii. “**Juristic Representative**” shall mean any legal person, which renders a financial service to a client for or on behalf of a financial services provider as defined in Section 3 of Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS Act).
- xxxiii. “**Leverage**” shall mean a ratio in respect of the Transaction size and initial Margin. For the sake of clarity and as an example when using a 1:100 leverage ratio it means that in order to open a position, the initial Margin needed is one hundred times less than the Transactions Size;
- xxxiv. “**Margin**” or “**Margin Requirement**” shall mean the minimum amount of money that the Client must deposit in the trading account, and which is calculated as a percentage of the total position’s value and which serves as collateral for covering potential losses on open positions.
- xxxv. “**Margin Trade**” shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price;
- xxxvi. “**Market Maker**” shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a financial instrument in order to buy and sell respectively in the event of interested Clients. Should the Company be a Market Maker it would in relation to a transaction be the Client’s immediate counterpart;
- xxxvii. “**Market Rules**” shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a

- transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;
- xxxviii. **“Minimum Deposit Amount”** shall mean the lowest sum of money or funds required by the Company as an initial deposit or opening balance for the use of its services, open an account, or engage in financial transactions. This minimum deposit requirement varies depending on the specific financial product or service.
- xxxix. **“Net Free Equity”** is a basis of calculation of interest which is calculated in accordance with the definition specified in the Company's Commissions, Charges & Margin Schedule;
- xl. **“OTC”** shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter";
- xli. **“Private use”** shall mean any use of the Trading Platform by Clients that are physical persons;
- xlii. **“Principal”** shall mean the individual person or the legal entity which is a party to a transaction;
- xliii. **“Security”** shall mean any securities or other assets deposited with the Company by the Client;
- xliv. **“Services”** shall mean the services to be provided by the Company subject to the Agreement;
- xlv. **“Settlement/Trade Confirmation”** shall mean a notification from the Company to the Client confirming the Client's entry into a Contract;
- xlvi. **“Swap or Rollover”** shall mean the interest added or deducted for holding a position open overnight.
- xlvii. **“Swap Free Accounts”** shall mean the accounts offered for clients whose religion is Islam. Under Islamic laws, Muslims are prohibited from taking or giving interests from any kind of activity. Islamic accounts are also known as swap – free accounts as they imply no swap or rollover interest on overnight positions, which is against Islamic faith. Special terms and conditions apply as provided further below in this Agreement
- xlviii. **“Trading Platform”** shall mean any online trading platform made available by the Company under the Agreement;
- xliv. **“Underlying Asset”** shall mean the object from the value of which a derivative Financial Instrument derives its value. More specifically, for CFDs it refers to the asset that the CFD quotes or bases its valuation on, which may be Currency Pairs, Forwards, Futures, Options, Metals, Equities, Equity Indices, Commodities or as determined by the Company from time to time and made available on the Platform or the Website
- l. **“Website”** shall mean the Company's website at [www.tibiglobe.com](http://www.tibiglobe.com) and any such other website as the Company may maintain from time to time.

- 2.2. If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.
- 2.3. In this Agreement any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.
- 2.4. Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.
- 2.5. In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

### **3. SERVICES**

- 3.1. Given the Company accepts the Client as its client, and subject to the Client fulfilling its obligations under this Agreement, the Company may provide brokerage services to the Client in relation to the following investments and financial instruments:
  - i. Futures, and CFDs on commodities, securities, interest rate and debt instruments, stock or other indices, currencies and base and precious metals;
  - ii. Securities, including shares, bonds, and other debt or money market instruments, including government and public issues;
  - iii. Options and warrants to acquire or dispose of any of the instruments above, including options and Contract Options; and
  - iv. Such other investments as the Company may from time to time agree and is licensed to offer.
- 3.2. The Services provided by the Company may involve:
  - i. Margin trades; or
  - ii. Transactions in instruments which are: traded on exchanges which are not recognized or designated investment exchanges; and/or not traded on any stock or investment exchange; and/or not immediately and readily realizable.
- 3.3. Clients have the option to place their orders to buy or sell as per Clause 14. “Types of orders accepted”.

- 3.4. When the bid price for sell orders or ask price for buy orders is reached, the order will be executed promptly at the best available market price. It is essential to understand that the execution of limit and stop orders is subject to Company's best execution practices and does not guarantee execution at the specified price or quantity, unless explicitly stated by the Company for the specific order.
- 3.5. The Client shall, enter into a Contract with the Company as Principal. The Client may not act as an Agent to the Contract or any other transaction with the Company.
- 3.6. All Orders placed by the Client are received by the Company and transmitted for execution (called straight through processing or STP) directly to a Liquidity Provider via a Matched Principal Basis. Hence the Company acts as a broker or agent in the transaction with the Client. The sole Execution Venue for the execution of the Client's Orders is the liquidity provider(s).

Matched principal trading means a transaction where three elements are simultaneously fulfilled:

- a) The facilitator interposes between the buyer and seller to the transaction in such a way that it is never exposed to market risk throughout the execution of the transaction (no risk exposition component); and
  - b) Both sides are executed simultaneously (timing component); and
  - c) The transaction is concluded at a price where the facilitator makes no profit or loss, other than a previously disclosed commission, fee or charge for the transaction (remuneration structure component).
- 3.7. The Company is not authorized nor licensed to offer advice and will not advise the Client about the merits of a particular Order or give him/her 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 Underlying Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgment.
- 3.8. The Company 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. Such provision of information is not part of the Services provided to the Client. Where the Company provides such information:



- the Company will not be responsible for the accuracy or content of such information.
- this information is provided solely to enable the Client to make his own investment decisions and should not be considered as investment advice or unsolicited financial promotions to the Client.
- the information should not be considered as relevant to the tax or legal consequences of any related Transaction.
- where the information document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that they will not pass it on to any such person or category of persons.
- the Company does not make representations as to the time of receipt by the Client and cannot guarantee that they will receive such information at the same time as other clients.
- the Company shall not be responsible for the profits or losses resulting from such information.

3.9. The Client acknowledges, recognizes and understands the following in relation to the Services provided:

- i. All transactions in exchange-traded investments and many Contracts will be effected subject to, and in accordance with, Market Rules;
- ii. Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation;
- iii. If any exchange or clearing house takes any action which affects a transaction or Contract, directly or indirectly, including any Contract Option, then the Company is entitled to take any action relevant to the situation and reasonable to the parties in the interests of the Client and/or the Company;
- iv. The Company shall not be liable for any loss suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by the Company as a result of such acts or omissions unless the Company has exercised gross negligence in connection hereby;

- v. Where any transaction is effected by the Company as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client's entire risk;
- vi. The Company's obligation to deliver investments to the Client or to account to the Client or any other person on the Client's behalf for the proceeds of sale of investments shall be conditional upon receipt by the Company of deliverable documents or sale proceeds (as appropriate) from the other party or parties to the transaction;
- vii. The Company may in whole or in part, on a permanent or temporary basis withdraw any account facility provided by the Company to the Client. Situations where the Company may take such action include situations where:
  - a) The Company considers that the Client may be in possession of Inside Information; or
  - b) The Company considers that there are abnormal trading conditions; or
  - c) The Company has reasonable evidence that the Client is engaged in abusive trading; or
  - d) The Company is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.

The Company will inform the Client of the withdrawal and the reasons for it, where possible, before the withdrawal and if this is not possible immediately thereafter, unless giving such information would compromise objectively justified security reasons;

- viii. The Company reserves a right to raise the commission fees or charges on withdrawals in case there is no sufficient trading activity.

3.10. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

3.11. The Company shall not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.

3.12. Notwithstanding any other provision of this Agreement, in providing its Services, the Company shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

#### **4. ACCOUNT OPENING PROCEDURE**

Prior to opening a new account, the Client should carefully review the Client Agreement, the latest version of which is available on the Company's Website.

- 4.1. The Client may open an account with the Company by following the registration process through the Company's website.
- 4.2. In compliance with the applicable regulations, the Company is obligated to perform Know Your Customer (KYC) and due diligence procedures to verify the identity of each person who registers online via the Company's Website. For this purpose, the Company will collect information such as the Client's name, surname, address, telephone number, email, nationality, date of birth, and other relevant details.
- 4.3. Following the Client's registration, the Company may utilize the provided information to conduct further inquiries as deemed necessary based on the circumstances and internal policies and procedures. The Company also conducts additional checks or periodic reviews. It is essential for the Client to cooperate with the Company and promptly supply any requested information. The Company relies on the accuracy and completeness of the information provided by the Client during the registration process, unless notified otherwise in writing. If any details or circumstances provided during the registration process have changed, the Client must notify the Company in writing as soon as possible via the email address [support@tibiglobe.com](mailto:support@tibiglobe.com). Failure to provide such information or submission of misleading, incomplete, or falsified information may result in the Company limiting, blocking access to, terminating, or closing the Client's Account.
- 4.4. The Company is not obliged (and may be unable, as per applicable regulations) to accept an individual as a Client until all required documentation has been properly and fully completed and all internal checks, including anti-money laundering, customer identification and due diligence checks, have been satisfactorily completed. It should be noted that the Company reserves the right to impose additional due diligence requirements for Clients residing in countries where the risk of money laundering is higher or other high risks related to the Client's profile have been identified. During the customer identification and due diligence checks, the Company will verify the Client's identity, which may require the submission of government-issued photo identification documents such as a passport, driver's license, or identity card containing

the Client's full name, personal photo, date of birth, ID number, and expiry date. Additionally, evidence of the Client's residential address, such as a utility bill or bank statement, may be required for the verification process. The information provided in these documents should match the details submitted in the Client's application.

- 4.5. The Company's Services are only available to individuals who are at least 18 years old (and at least the legal age in the Client's jurisdiction). During the registration process, the Client represents and warrants to be at least 18 years old in case of a physical person and of legal age in its jurisdiction to form a binding contract, and that all registration information submitted is accurate and truthful. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.
- 4.6. The Company will assess the information received from the Client during the registration process to determine the Client's eligibility to invest and/or operate a trading account with the Company. Following the assessment and completion of the KYC and due diligence procedure, the Client's trading account will be opened.
- 4.7. The Company will not have an obligation to assess Client's knowledge and experience to determine whether the Service or Financial Instrument is appropriate or not for his/her level of experience and/or knowledge. It shall be Client's sole responsibility to make sure that the Service or Financial Instrument is appropriate for him/her.
- 4.8. The Company shall not have an obligation to treat its clients in different classes depending on their knowledge and expertise.

## **5. DEPOSITS AND WITHDRAWALS**

- 5.1. The Trading Account shall be activated upon the Client depositing the Minimum Deposit Amount, according to the type of Client Account, as determined by the Company in its sole discretion from time to time.
- 5.2. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via electronic transfer (where the originator is the Client) acceptable by the Company from time to time. The deposited amount reflected in the Client's Trading Account will be net of any transfer fees or other charges incurred by the Company that are imposed by the banking institution (or intermediary involved in the process) that holds the Funds.
- 5.3. Deposits for Margin and any other deposits owed must, unless the Company and the Client agree otherwise or the Company specifies otherwise, be made in the Currency of the Trading Account, as displayed on the Trading Platform. The Company may

convert any funds in the Client's credit or any payments made by the Client into their Trading Account from one currency to another upon request from the Client. Comprehensive information regarding deposit options can be found on the Company's Website.

- 5.4. Third party or anonymous payments of funds in the Client Account is not accepted.
- 5.5. If funds are credited into the Client's Account and if the Client knows or should in good faith know that such funds were credited erroneously, the Client shall notify the Company immediately of such deposit(s) and shall return the funds as specified by the Company.
- 5.6. The Client accepts that the Funds shall be deposited in his/her Account only if the Company is satisfied that the sender of the Funds is the Client or his/her authorised representative; if not, the Company has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds. The Client hereby confirms that any funds deposited in his/her account(s) held with the Company, belong solely to the Client and do not bear any third-party rights. The Company will not be held liable should the funds deposited by the Client bear any third-party rights.
- 5.7. The Company reserves the right to request additional information and/or documentation to satisfy itself that the request is legitimate and to confirm the source of funds deposited into the Client's Account. In addition, the Company reserves the right to reject such a request if it deems that this may not be legitimate, the documents submitted may be false or fake or suspects that the Client is involved in illegal or fraudulent activity.
- 5.8. The Company will effect withdrawals of Client's funds upon the receipt of an application for withdrawal in the method accepted by the Company from time to time.
- 5.9. All Trading Account withdrawals are subject to a minimum withdrawal amount as defined by the Company from time to time.
- 5.10. The Client accepts that any withdrawal of funds shall be concluded using the same remitter as the one which the Company originally received the funds requested net of any transfer fees or other charges incurred by the Company.
- 5.11. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

- 5.12. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process such instruction within five (5) Business Days, if the following requirements are met:
- a) the withdrawal instruction(s) had included all necessary information (including but not limited to: Account Name, Amount, Currency, Bank Account details);
  - 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 Trading Account or at the Client's request to a bank account belonging to the Client; and
  - c) the available amount in the Client's Trading Account is equal or in excess of the withdrawal amount specified in the withdrawal instructions after all payment charges at the point of making transfer instructions have been taken into account.
  - d) there is no Force Majeure event which prohibits the Company from effecting the withdrawal.
  - e) the Client has been fully verified during the registration and Account opening procedure.
- 5.13. The Client acknowledges and agrees that, where the requirements outlined in paragraph 5.12 are not met, the Company will be entitled to cancel the said withdrawal request and/or request additional information/documents. It is agreed that if the client fails to timely provide the Company with the requested information, the Company will be entitled to cancel the said withdrawal request.
- 5.14. Withdrawals will only be effected towards the Client. The Company will not effect withdrawals to any other third party or anonymous account.
- 5.15. All payment and transfer charges will be borne by the Client and the Company shall debit the Client Account for these charges.
- 5.16. Withdrawal fees may apply from time to time depending on the Client or type of Trading Account.
- 5.17. The Client acknowledges and agrees that, in the event of a withdrawal request without any activity following the most recent deposit on the Trading Account, the Company may charge an amount equivalent to any deposit fees incurred by the Company or charge a percentage (%) of the total withdrawal amount as per the Fees and Charges schedule found on our website.

- 5.18. Mistakes made by the Company during transfer of funds shall be refunded to the Client. 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 bear the loss.
- 5.19. The Company reserves the right to seek reimbursement from the Client, if the Company receives a chargeback request from Client's credit card issuer or from Client's alternative payment method provider, or a recall from Client's bank or with respect to any other payment method for any reason. The Company may obtain such reimbursement by charging the Client's Trading Account, deducting amounts from future payments owed to the Client, charging his/her credit card or obtaining reimbursement from the Client by any other lawful means. All bank charges howsoever arising will be deducted from the Client's Trading Account.
- 5.20. Additionally, in case of a dispute, claim, and/or chargeback received from Client's credit card issuer or any other payment method the Client uses, the Client acknowledges that the Company has the right to take further actions at its discretion including any or all of the following:
- immediately close any or all of Client's open Transactions whether at a loss or a profit and debit or credit, respectively, his/her Trading Account in accordance with Section 16.2, with or without any notice;
  - immediately place restrictions on the Client's Trading Account with or without any notice, including:
    - i. the restriction on making deposits using any payment method to Client Trading Account, even in cases of margin call(s),
    - ii. the restriction on requesting withdrawals,
    - iii. the restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company's discretion
  - Terminate the present Agreement.
  - Impose a research fee to the Client Account upon receiving the chargeback by the Company's merchant provider to cover any investigation expenses, to prove that the deposit was indeed made by the Client.

## 6. CLIENT MONEY AND TRANSFER OF FUNDS

- 6.1. The Company ensures that Client funds are promptly placed in segregated bank accounts approved by the Company and/or its Management. These accounts are separate from the Company's own accounts and are designated as "Client accounts".
- 6.2. In order to offer the Client with its Services, the Company may transfer Client funds to another party, such as an exchange, clearing house, or intermediate broker, for the purpose of executing the Client orders or meeting the Client's collateral and/or margin obligations. By accepting this Agreement, the Client consents to and authorizes the Company to transfer or hold their funds with other parties or business partners, such as liquidity providers, for settlement purposes.
- 6.3. Although the Company shall exercise due skill, care and diligence in the selection of the financial institution, it is understood and acknowledged that there are circumstances beyond the control of the Company and hence the Company shall not be responsible or does not accept any liability for any losses incurred by the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution holding Client funds.
- 6.4. When the Company passes Client funds to a third party, those funds may be held in an omnibus account and may not be separable from the funds of other Clients or the third party itself. In such cases, the Client will not have a specific claim to a particular sum in a specific account in the event of insolvency. The Company assumes no liability or responsibility for any resulting losses.
- 6.5. By entering into this Agreement, the Client acknowledges that the Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his/her Trading Account(s) under this Agreement), and the Company will not pay any interest on Client funds or any other unencumbered funds, and the Client waives all rights to interest.
- 6.6. Any amounts transferred by the Client to their bank account will be deposited in their Client Account on the "value date" of the received payment, net of any deductions or charges imposed by the Client's bank account providers. If the Client's Account reaches a stop-out during the deposit processing period and before the funds being credited to the Client's Account, the Company is not responsible for any resulting losses.



- 6.7. The Client acknowledges that if their bank account is frozen for any reason and period due to AML, regulatory reasons OR due to sanctions, the Company may consider freezing the Client's Account and funds included there in until the necessary clarifications and explanations are provided and assumes no responsibility in relation to any losses resulting from the freezing of the funds.

## 7. CLIENT'S ORDERS/INSTRUCTIONS AND EXECUTION OF ORDERS

### **Placing of Instructions:**

- 7.1. The Client may place his/her orders through the Company's Trading Platform. In this Agreement "instructions" and "orders" have the same meaning.

### **Execution of Orders:**

- 7.2. It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Clients' orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Company will enter into transactions with the Client either as a broker or an agent on a Matched Principal Basis.
- 7.3. Execution of orders will result in the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order.
- 7.4. For determining the importance of the execution factors indicated above, the following criteria are also taken into account:
- The characteristics of the Client;
  - The characteristics of the Client order;
  - The characteristics of Financial Instruments that are the subject of that order;
  - The characteristics of the execution venues to which that order can be directed.
- 7.5. The Client understands and confirms that orders received by the Company from the Client may be executed outside a Regulated Market or MTF.
- 7.6. The Client acknowledges that it is the Client's responsibility to make itself aware of the price of the Financial Instrument and of any spread or Commission that the Company may apply when opening and/or closing of a Position.

- 7.7. If at any time, trading on a relevant Financial Market or trading in a certain Underlying Asset is suspended, the Company shall suspend the trading in the CFD Transactions based on such Underlying Asset and calculate the value of the CFD with reference to the last traded price before the time of suspension, as reasonably determined by the Company. In the event that the aforesaid suspension continues for five (5) Business Days, the Company may decide, at its sole and absolute discretion, a Closing Time and price of the relevant CFD. During the term of a CFD Transaction whose market is suspended, the Company shall have the right to terminate the CFD Transaction at its discretion, and to amend or vary the Margin Requirement.
- 7.8. Under certain trading conditions it may be impossible to execute an order at the declared price. In such case the Company has the right at its sole discretion to execute such Order or change the opening (closing) price of the Transaction at a first available price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. This may also occur if the trading session will start within moments, so as a result, placing a Stop Loss order will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price.

**Client's Orders/Instructions:**

- 7.9. Orders may be placed with the Company once the Client gets access to the Company's Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 7.10. All the prices and quotes displayed on the Trading Platform are provided by the Company's Execution Venue. The Execution Venue obtains prices (BID and ASK prices) for a given CFD from reputable third-party external reference sources (i.e., price feeders). They then use these prices to calculate their own tradable prices for that CFD and provide them to the Company. The Company uses the prices given by the Execution venue to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.
- 7.11. Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from

time to time and if they are not executed, they shall remain effective through the next trading session (as applicable). The Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

- 7.12. If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The 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 via its internal mail as soon as is reasonably practicable.
- 7.13. During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine, the Company may amend the details of affected transactions to reflect what the Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.
- 7.14. The Company may establish cut-off times for instructions or Order which may be earlier than the times established by the particular Financial Market or clearing house involved in any Transaction and the Client shall have no claims against the Company arising out of the fact that an Order was not placed by the Client ahead of the Company's cut-off time.
- 7.15. The Company may in its sole discretion, while making reasonable efforts for post notification, Alter Transactions, not transmit, not execute or cancel an executed transaction, if:
- a) the transactions were executed by arbitrage/exploitation of market failure or off market rates;
  - b) a technical problem withheld the transaction from being executed as desired;
  - c) liquidity provider has cancelled or altered the transaction with the Company; and/or
  - d) the transaction covering was failed or partially executed with the liquidity provider.

The Company is also entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any Order or Request or Instruction of the Client in circumstances explained elsewhere in this Agreement.

- 7.16. During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the Reference Asset has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.

## **8. CANCELLATION / WITHDRAWAL OF INSTRUCTIONS**

- 8.1. Orders may be cancelled using the Company's Trading Platform. The Company can also cancel the Client's instructions if he/she explicitly requests so in writing, provided that the Company has not acted to transmit or arrange for the execution of the order(s) up to the time of the Client's request.
- 8.2. Executed instructions may not be withdrawn or amended by the Client.
- 8.3. The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order(s) to be cancelled.

## **9. DECLINE OF CLIENT'S ORDERS AND INSTRUCTIONS**

- 9.1. The Company is entitled to decline or refuse to transmit or arrange for the execution of any order in any of the following cases as applicable:
- i.** under abnormal market conditions;
  - ii.** If the Client's available balance within the Account is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order;
  - iii.** it is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not

wish to accept that order or the liquidity provider believes that it will not be able to hedge the proposed transaction or it is impossible for the order to be executed due to condition of the relevant market;

- iv. where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- v. in consequence of request of regulatory or supervisory authorities or a court order;
- vi. where the legality or genuineness of the order is under doubt;
- vii. there is absence of essential detail of the order or the order is not clear or has more than one interpretation;
- viii. internet connection or communications are disrupted;
- ix. a Force Majeure Event has occurred;
- x. the Company has sent a notice of termination of this Agreement to the Client;
- xi. the Client has failed to meet the minimum Margin requirement.

9.2. The Client may place orders via the online trading platform. The Company may, but shall not be obliged to, accept instructions to enter into a Transaction. If the Company declines to enter into a proposed Transaction, it shall not be obliged to give a reason, but it shall promptly notify the Client accordingly.

## **10. THIRD PARTY AUTHORISATION**

10.1. The Client is entitled to provide the Company with a power of attorney, granting authority to a third party "Representative," to act on their behalf in all business relationships with the Company as defined in this Agreement. The power of attorney must be submitted to the Company, accompanied by all necessary identification documents of the representative and any other requested documentation. If no expiration date is specified, the power of attorney will be considered valid until terminated in writing by the Client.

10.2. The Client acknowledges and accepts full responsibility and liability for all instructions provided to the Company by the Representative (including any resulting transactions) and agrees to indemnify (fully compensate or reimburse) the Company and hold it harmless from any loss, damage, or expense incurred as a result of acting on such instructions. This indemnity applies regardless of the circumstances leading to

the loss, damage, or expense and irrespective of the Company's knowledge, actions, or omissions concerning any other account held by any other individual or entity with the Company.

10.3. The Client further agrees to indemnify the Company (fully compensate and reimburse) for any loss, damage, or expense incurred as a result of the Company acting on instructions from the Representative beyond the scope of their authority or due to the Representative's violation of any term of their appointment.

## **11. LICENSE AND USE OF THE TRADING PLATFORM**

11.1. The Trading Platform is not intended for distribution to, or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or of sound mind;
- who resides in any country where such distribution or use would be contrary to local law or regulation. The Trading Platform and any other service provided by the Company is not available to persons residing in any country where CFD trading activity or such services would be contrary to local law or regulation. It is the Client's responsibility to ascertain the terms of and comply with any local law or regulation to which it is subject;
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

11.2. Without derogating from the above, the Company reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform to anyone in its sole and absolute discretion.

11.3. The Client shall inform the Company in writing if he/she encounters any problems with the Trading Platform.

11.4. The Client may:

- only use the Trading Platform for so long as he/she is authorized to do so;
- not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this Agreement; and
- use the Trading Platform (including the Account Credentials) only by him/her.

- not use the Trading Platform for illegal or inappropriate purposes;

11.5. In the event that the Company accepts the Client, then the Company shall open a Trading Account in the Client's name which will allow him/her to place Orders on the Company's Trading Platform. It is agreed and understood that the Company offers different types of Trading Accounts, which have different Margin Requirements and characteristics.

11.6. When logging into the Company's Trading Platform, the Client must use their registered user ID and password ("Codes") that were created during the online account opening process. If the Client becomes aware of any unauthorized use of the Trading Platform or suspects that their password has been compromised by a third party, they should promptly notify the Company.

11.7. The Client is responsible for maintaining the confidentiality of all information, including the Codes, related to the electronic systems, transaction activities, account balances, and other information and orders. It is the Client's sole responsibility to ensure the accuracy of all information and orders sent via the internet using their Codes. The Company is not liable for any unauthorized use of the Codes by third parties, and the Client acknowledges this.

11.8. The Company is not responsible for any losses incurred as a result of the Client's installation of the Trading Platform on his personal computer(s). If the Client chooses to use the Trading Platform, he/she is responsible for ensuring that his/her computer system is adequately insured against direct and indirect losses that may arise from the installation and use of the Trading Platform. Additionally, the Client is advised to create backup copies of data to prevent any potential losses in case of data loss.

11.9. When using the Company's platform, the Client shall:

- inform the Company immediately of any unauthorized access to its system or instruction which the Client know of or suspect and, if within its control, cause such unauthorized use to cease; and
- not at any time leave the terminal from which the Client have accessed the trading platform or let anyone else use the terminal until he has logged off the trading platform.

11.10. Subject to applicable regulations, the Company is not liable for:

- a) Any loss, expense, cost, or liability (including consequential loss) arising from instructions or communications made via the internet or other electronic media.

The Client is solely responsible for orders and the accuracy of information sent through electronic media.

b) Any damage to equipment or software caused by viruses, defects, or malfunctions related to accessing or using the electronic systems.

11.11. If the Client wishes to use third-party software applications for trading signals, advice, or other trading assistance, such as an “expert advisor” or a hosting environment, prior written consent from the Company is required. The Company and its third-party suppliers or licensors do not provide warranties or representations, expressed or implied, for such services. The Client assumes all risks associated with using any information obtained through these services, and the Company and its third-party suppliers or licensors disclaim any responsibility for the accuracy or quality of such information. The Company has the right to suspend or terminate the Client's Account if the use of additional functionalities/plugin-ins affects the reliability, smooth operation, or orderliness of the electronic systems.

11.12. The Client must notify the Company immediately if he/she becomes aware that his/her Account Codes have in any way become compromised or if any third party may be able to access the Trading Platform.

11.13. If the Company believes that there is likely to be a breach of security, it may require the Client to change his/her Account Codes or suspend his/her access to the Trading Platform. The Company reserves the right to edit, amend or issue new Account Codes or require a change of Client's Account Codes at any time by giving notice to him/her.

11.14. The Client is responsible for ensuring that he/she alone controls access to his/her Account Codes, and that no minor or other person is granted access to the Trading Platform using his/her Account Codes. The Client acknowledges that he/she is ultimately and solely responsible for all actions on the Trading Platform through his/her Registration Data including any unauthorized disclosure of his/her Account Credentials.

11.15. If the Company is informed from a reliable source that the Client's Account Codes may have been received by unauthorized third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.

11.16. The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Account Codes when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.



11.17. The Client shall indemnify, defend, and hold the Company harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of the Trading Platform through Client's Account Codes.

11.18. The Client acknowledges that the use of the Trading Platform, including any transactions conducted, will not violate any applicable laws, agreements, or rules affecting the Client or his/her assets.

## **12. MARKET ABUSE**

12.1. The Client acknowledges that he/she will refrain from participating in any transactions that qualify as market abuse. This includes activities such as insider trading (exploiting privileged confidential information), misuse of information, and directors trading in their own Company's shares.

12.2. In the event that the Company suspects or has reasonable grounds to believe that the Client has engaged in any abusive behaviour described above, the Company reserves the right to invalidate or cancel any or all of the Client's trading transactions deemed abusive, close any of the Client's trading accounts, and terminate this Agreement under this Agreement.

12.3. Should the Client execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as "sniping"), the Company shall consider this as unacceptable behaviour. Should the Company determine, at its sole discretion and in good faith, that the Client or its representative trading on their behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that they are committing any other improper or abusive trading act such as for example:

- a) fraud/illegal actions that led to the transaction;
- b) orders placed based on manipulated prices as a result of system errors or system malfunctions;
- c) arbitrage trading on prices offered by the Company's platforms as a result of systems errors; and/or
- d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Then the Company will have the right to:

- e) adjust the price spreads available to the Client; and/or
- f) restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- g) obtain from the Client's account any historic trading profits that have been gained through such abuse of liquidity as determined by the Company at any time during the trading relationship; and/or
- h) reject an order or to cancel a trade; and/or
- i) immediately terminate the trading relationship and/or the Agreement.

### **13. TYPES OF ORDERS ACCEPTED**

13.1. Some of the types of orders the Company accepts include, but are not limited to:

- a) **Good till Cancelled ("GTC")** - An order (other than a market order), that by its terms is effective until filled or cancelled by Client or if the instrument matures. GTC Orders are not automatically cancelled at the end of the Business Day on which they are placed.
- b) **Limit** - An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price specified in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price specified in the limit order.
- c) **Market**- An order to buy or sell the identified market at the current market price that the Company provides via the Trading Platform. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.
- d) **One Cancels the Other ("OCO")** - An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.
- e) **Stop Loss** - A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the

prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. The Client should note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.

- f) **Trailing Stop** - A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. It should be noted that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set.

13.2. Following submission of an order, it is Client's sole responsibility to remain available for order and fill confirmations, and other communications regarding his/her Account until all open orders are completed.

13.3. The Client's order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

#### 14. MARGIN & LEVERAGE LEVEL

14.1. The percentage of leverage directly affects the margin requirements. In general, higher leverage level/ratios mean lower margin requirements. In practice, a higher leverage would mean that the Client would need less capital, deposits in his Trading Account (lower Margin Requirements) to open larger positions.

14.2. The Margin/leverage levels applicable to the different products offered by the Company can be found on the Company's Website at [www.tibiglobe.com](http://www.tibiglobe.com). If at any time the Equity falls below a certain percentage of the required Margin specified on the Website, the Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him. The Client will be informed about the closing of its position through electronic means should the equity fall below the required Margin.

- 14.3. It is the Client's responsibility to ensure a comprehensive understanding of how Margin Requirements are calculated.
- 14.4. The Client is responsible for monitoring its account balance and keeping sufficient funds in its Account in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Client's open positions, when the deposited funds in the trading account are less than 100% of the Margin requirement. In the case where the Margin is equal to or less than 50% of the Margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.
- 14.5. Margin or Leverage level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with transactions, including subsequent variation of any Margin rates set at the time transactions are opened. The Client can request a change of his account Leverage at any time by contacting the Company.
- 14.6. The Company exclusively reserves the right to widen its variable spreads, adjust Leverage, change its rollover rates and/or increase the Margin Requirements without notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility. In such circumstances, the Client agrees to indemnify the Company for any and all losses that may occur due to the widening of spreads and the adjustment of leverage.
- 14.7. Margin calls/requirement must be remitted in monetary funds in the currency of the Client's Account.
- 14.8. The Client agrees not to establish any security interest, assignment, or transfer over any of the Margin transferred to the Company.
- 14.9. If the Client maintains multiple Trading Accounts with the Company, each Trading Account will be treated as distinct. Consequently, any credit in one Trading Account (including margin deposits) will not discharge the Client of his/her obligations in respect of any other Trading Account. It is the Client's responsibility to ensure that the required level of Margin is in place for each Trading Account separately.
- 14.10. On every Friday and between the hours of 21:00 till 24:00 (GMT+3) and occasionally before the release of major economic news, the Company may maintain a maximum leverage on remaining instruments other than FX for any new positions opened during

such period which such requirement, if any, will be disclosed in the Company's Website.

## **15. COMPANY'S RIGHT TO FORCE CLOSE**

15.1. If the prices listed on the Trading Platform change in a way that the total Difference payable by the Client pursuant to all of his/her open Transactions equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in the Client's Trading Account is equal to or less than the total Maintenance Margin for all of his/her open Transaction(s), or the client fails to comply with a request made under paragraph 5.7 of this Client Agreement, or if the Company receives a chargeback from the Client's credit card issuer or alternative payment method provider, or experiences a recall from the client's bank or with respect to any other payment method for any reason, the Client acknowledges that the Company has the right, in its sole discretion, to immediately close any and all of the Client's Open Positions, whether at a loss or a profit, without any prior notice. The exercise of the Company's right to forcibly close the Client's Open Positions will not result in the termination of the Client's Trading Account or of this Agreement unless the Company sends the client a termination notice.

15.2. On the Trading Platform, the Company may specify expiration times and dates for various Underlying Assets. If the Trading Platform specifies an expiration time for an Underlying Asset, the Client hereby authorizes the Company to close any open Transactions related to that Underlying Asset at the quoted price displayed on the Trading Platform at that specified time.

## **16. TRANSACTIONS, SETTLEMENTS AND CONFIRMATIONS**

16.1. Upon completing a Transaction:

The Client shall be liable for the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
- ii. a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

The Client shall receive the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or

- ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

16.2. Unless the Company and the Client reach a different agreement, all amounts for which either Party is liable as per paragraph 16.1 above must be promptly settled upon the closure of the Transaction. The Client hereby grants authorization to the Company to debit or credit their Trading Account with the relevant amounts when each Transaction is concluded. It should be noted that once the Client places an Order, the Margin shall not be available for withdrawal until the Order is executed, and the Transaction is closed.

16.3. The Client bears the responsibility for any and all taxes, fees, and assessments associated with any Transactions conducted on the Trading Platform. The Client is solely responsible for calculating and remitting all taxes applicable in their country of residence or arising from their trading activity on the Trading Platform.

16.4. Nevertheless, if mandated by applicable law, the Company will deduct, at source, from any payments owed to the Client the amounts required by tax authorities in accordance with the law in effect.

16.5. Additional costs, including taxes, related to transactions on the Trading Platform may arise for which the Client is liable, and these are neither paid through the Company nor imposed by the Company. Without diminishing the Client's sole responsibility for tax compliance, the Client agrees that the Company may withhold tax, as required by applicable law, in connection with the Client's trading activity on the Trading Platform. The Client acknowledges that the Company has a right of set-off against any amounts in the Client's Trading Account for such tax deductions and authorizes the Company to withdraw sums from the Trading Account to satisfy these tax obligations. The Client waives any claim against the Company regarding such deductions, and these deductions do not affect the Company's rights to issue Margin Calls under this Agreement.

16.6. The Client commits to covering all stamp expenses associated with this Agreement and any documentation necessary for the execution of Transactions under this Agreement.

16.7. It is emphasized that, subject to the terms of this Agreement and paragraph 16.1, the Difference is the sole payment required from the Client for the Services. Nonetheless, the Company reserves the right to introduce additional fees or charges in the future. The current fees or charges can be found on the Company's Website. The Company may modify its fees periodically, and any changes will take effect from the date they are available on the Company's Website.

- 16.8. If the Client's country of residence enforces regulations or laws that restrict the use of currency or necessitate reporting receipts and payments of that currency to a regulatory or legal authority, the Client agrees to fulfil any reporting obligations or obtain necessary consents or approvals arising from their use of the Trading Platform or related transactions.
- 16.9. Before opening an account with the Company, the Client should consider any applicable charges such as spreads, mark-ups, commissions, and swaps. The Client is solely responsible for seeking clarification from the Company regarding these charges if needed. The Client can review all applicable charges on the Company's Website before entering into an agreement with the Company and at all times thereafter.
- 16.10. The Client should be aware that not all charges are denominated in monetary terms and may be expressed in pips. Therefore, the Client should ensure a clear understanding of the cost represented by each pip.
- 16.11. The Company retains the right to levy a monthly maintenance fee per Account, provided that the Account maintains sufficient funds to cover this fee. The specific maintenance fees applicable can be found on the Company's Website and may vary depending on the Client's categorization, type of Trading Account, order volume, and deposit amount.
- 16.12. The Client should be aware that any applicable charges will be deducted immediately from his/her Account(s).
- 16.13. The Company will proceed with transaction settlements upon execution, in accordance with the normal practice for the Financial Instrument or the relevant market rules. The Company will provide the Client with online access to his/her Client Account via the Trading Platform, which will provide him/her with sufficient information on among other order(s) status.
- 16.14. The Client understands that transaction confirmations are available via the Trading Platform, and he/she will be able to access account information through the Trading Platform. Through the Trading Platform the Client may view his/her balance as well as all of his/her account activity. The Client will also be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on the Client's Account. At all times, Client's account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount available for trading as well as current open and pending positions.

**17. INACTIVE AND DORMANT ACCOUNT**

17.1. By accepting this Client Agreement, the Client acknowledges that he/she has read, understood and accepted the information available under the Fees and Charges policy found at the Legal Documents section of the Company's website, as may be amended from time to time.

17.2. The Client acknowledges and confirms that any trading account(s), held with the Company by a Client, where the Client has not:

- a) placed a trade;
- b) opened or closed positions; and/or
- c) made a deposit into the Clients trading account;

for a period of 30 days and more, shall be classified by the Company as an Inactive Account ("Inactive Account"). The Client may regain access to his/her Trading Account by making a deposit.

17.3. Where the Client has and continues to:

- a) place a trade;
- b) open or close positions; and/or
- c) made a deposit into the Clients trading account;

the account shall be classified by the Company as an Active Account ("Active Account")

17.4. The Company reserves the right to impose a monthly inactivity fee on Inactive Accounts in exchange for maintaining the ongoing availability of the Account. The Client acknowledges their responsibility to pay the relevant fee as communicated to them periodically, and the Company is authorized to deduct such a fee from any funds held on behalf of the Client.

17.5. The Client agrees that any Inactive Accounts, which continue showing no activity for more than 180 days, shall be considered as dormant ("Dormant Account"). For re-activation of Dormant Accounts, the Client must contact the Company and inform that the Client's wish to reactivate the Dormant Account. The Client's Dormant Account



will be reactivated subject to, if required, up-to-date Know Your Client documentation provided to the Company by Client.

17.6. If the Account is Dormant for four (4) years or more, and after notifying the Client in its last known contact details, the Company reserves the right to close the Trading Account. Any available monetary balance in the account shall be returned to the Client.

## **18. COMMENCEMENT, TERMINATION AND ACCOUNT CLOSING PROCEDURE**

18.1. The Agreement shall take effect and commence upon receipt by the Client of a relevant notice sent by the Company informing them they have been accepted as the Company's Client.

18.2. Either party may terminate this Agreement by providing written notice of seven (7) business days to the other party. Upon receiving the notice, the Client is required to close all open positions.

18.3. In the event that the Client has any open positions during the termination notice period, the Client will have an obligation close all his Open Positions and the Company reserves the right to refuse new transaction orders, and upon expiry of the notice period, the Company may close any remaining open positions that the Client has not closed. Upon termination of this Agreement, the Company has the right to restrict the Client's access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform and the Company will be entitled to refuse to accept new Orders from the Client.

18.4. The Company will be entitled to refuse to the Client to withdraw money from the Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

18.5. The Company reserves the right to terminate this Agreement immediately, without prior written notice, and close all open positions, as well as reverse and/or cancel any previous transactions in the Client's account, under the following circumstances:

- The Client fails to fulfil payment obligations as outlined in this Agreement.
- There are reasonable grounds to believe that the Client has breached this Agreement.
- The Client's activities appear to be in violation of applicable regulations.

- The Client is deceased, declared of unsound mind, or unable to pay debts as they become due, or is declared bankrupt or insolvent according to insolvency laws, or legal actions are initiated for the execution of the Client's property, assets, or undertaking.
- The Client initiates or becomes involved in voluntary or involuntary cases or procedures related to insolvency or similar matters.
- The Client engages in fraudulent activities that put the interests of the Company and/or its Clients at risk prior to the termination of this Agreement.
- The Client's trading activity negatively affects the reliability, smooth operation, or orderly functioning of the Trading Platform.
- The Client exhibits abusive, unreasonable, or threatening behaviour towards employees of the Company.
- The Client provides misleading or unsubstantiated information to the Company.
- The Client submits documents that have been tampered with or do not accurately represent the account owner's true identity.
- The Company reasonably suspects the Client of engaging in abusive trading practices.
- The Company reasonably suspects the Client of forgery or using a stolen card to fund their Client Account.
- The Company reasonably suspects the Client of involvement in money laundering activities, terrorist financing, card fraud, or any other criminal activities.
- The Company reasonably suspects that the Client fraudulently opened the Client Account.
- The Client's IP address generates a high volume of server requests, causing execution delays.

18.6. Following termination, both the Company and the Client are obligated to fulfil and complete all obligations arising from this Agreement. This Agreement will continue to bind both parties with respect to existing commitments or any contractual obligations that were intended to remain in effect. The Company has the right to deduct any amounts owed to it before transferring any credit balances from any Account to the

Client. If there are no outstanding amounts owed by the Client to the Company, the Company will promptly transfer the Client's funds held by the Company, except where the Company is entitled to retain such assets to settle any actual, pending, or contingent obligations or liabilities of the Client.

18.7. In the absence of illegal activity, suspected illegal activity, or fraud by the Client, or instructions from the relevant authorities, if there is a positive Balance in favour of the Client, the Company will, after retaining such amounts that it deems appropriate at its absolute discretion for future liabilities, promptly disburse this Balance to the Client. If applicable, the Company will also instruct any Nominee and/or Custodian to disburse any relevant amounts. These funds will be delivered in accordance with the Client's instructions. It is important to note that the Company will only process payments to an account held in the Client's name. The Company reserves the right, at its discretion, to reject third-party payments. In the event that the Client fails to provide instructions or cannot be reached at their last known address, the Company will, at its sole discretion, either transfer such funds directly to the Client's bank account as previously notified to the Company or issue a check sent by mail to the address listed in the Client's Registration Data. The responsibility for updating Registration Data lies with the Client, and the Company bears no liability for any funds lost due to outdated information.

## **19. CLIENT'S RIGHT TO CANCEL**

19.1. The Client has a right to cancel this Agreement within fourteen (14) days from the date this Agreement is concluded (hereinafter referred to as "Cancellation Period") provided that the Client has not been engaged or involved in any transaction with the Company. This right of withdrawal or cancellation shall not apply following any transaction executed or funds transferred under this Agreement which will thereafter remain binding upon the Client and the relevant procedure applies.

19.2. The Client may cancel this Agreement within the Cancellation Period, by sending a notice in writing or electronically to the addresses found in the "contact us" section of the Company's website.

19.3. Cancellation of this Agreement within the Cancellation Period will not apply and will not be accepted by the Company in cases where the Client has entered into a Transaction with the Company. Additionally, any such cancellation will not cancel any Transaction(s) entered into by the Client during the Cancellation Period.

19.4. If the Client fails to cancel this Agreement within the Cancellation Period, he/she will be bound by its terms, but may terminate this Agreement in accordance with the relevant Clause in this Agreement.

**20. AMENDMENT RIGHTS**

20.1. The Company may enhance the Client Account, switch Trading Account types, upgrade or replace the Platform, or improve the services provided to the Client if it reasonably believes that this is advantageous for the Client and does not result in increased costs for the Client.

20.2. The Company may also modify any terms of the Agreement for the following reasons:

- a) When the Company reasonably believes that:
  - i. the change would simplify the terms of the Agreement; or
  - ii. the change would not disadvantage the Client.
  
- b) To accommodate:
  - i. the inclusion of any service or feature offered to the Client by the Company; or
  - ii. the introduction of a new service or feature; or
  - iii. the replacement of an existing service or feature with a new one; or
  - iv. the discontinuation of a service or feature that has become obsolete, is no longer widely used, has not been used by the Client in the past year, or has become prohibitively expensive for the Company to maintain.
  
- c) To allow the Company to make reasonable adjustments to the services offered to the Client in response to changes in:
  - i. the banking, investment, or financial system; or
  - ii. technology; or
  - iii. the systems or Platform used by the Company to conduct its business or provide the Services hereunder.
  
- d) In response to a request from FSCA (South Africa) or any other regulatory authority, or due to an actual or anticipated change in Applicable Regulations.

- 20.3. If the Company identifies any term in the Agreement that conflicts with Applicable Regulations, it will not enforce that term but will consider it as if it complies with the relevant Applicable Regulations and will update the Agreement accordingly.
- 20.4. Provided that the Client can terminate the Agreement without incurring fees, the Company may alter any of the Agreement's terms for a significant reason not mentioned in paragraph 20.2 of this Client Agreement.
- 20.5. For any changes made under paragraphs 20.2 and 20.4 herein, the Company will provide the Client with advance notice of at least five (5) Business Days. However, the Client acknowledges that a change made to align with a change in Applicable Regulations may take effect immediately if necessary.
- 20.6. When the Company issues Written Notice of changes under paragraph 20.2, it will specify the effective date. The Client will be considered to have accepted the change on that date unless, prior to that date, the Client informs the Company of their desire to terminate the Agreement and reject the change. The Client will not incur any charges for terminating in this case, apart from costs owed for Services rendered up to the termination.
- 20.7. The Company reserves the right to review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, roll-over policy, and trading hours, as posted on the Company's website and/or Platform, periodically. These changes will be reflected on the Website and/or the Platform, and the Client is responsible for regularly checking for updates. In the absence of a Force Majeure event, the Company will provide the Client with advance notice on its Website, with a notice period of at least five (5) Business Days for natural persons and three (3) Business Days for legal persons. The Client will be considered to have accepted the change on that date unless, before that date, the Client informs the Company of their desire to terminate the Agreement and reject the change. The Client will not incur any charges for terminating in this case, apart from costs owed for Services rendered up to the termination.

## **21. INTRODUCING BROKERS, AFFILIATES AND OTHER INTRODUCERS**

- 21.1. To promote and market the services offered by the Company, the Company may collaborate with affiliates. These affiliates' sole role is to introduce potential clients to the Company. The Client may have been referred to the Company by an introducing broker or an affiliate, as per a written agreement with the Company, in compliance with the applicable regulations.

- 21.2. Affiliates are not authorized to provide any type of investment advice, legal guidance, incentives, recommendations, or portfolio management to the Client, nor are they allowed to manage any of the Client's funds or cash.
- 21.3. The Company may pay a fee/commission to introducing brokers and/or affiliates based on a written agreement. The Company may upon the Client's request, disclose further details regarding the amount of fees/commission or any other remuneration paid by the Company to introducing brokers or affiliates.
- 21.4. The Company shall not be liable for any type of agreement that may exist between the Client and the introducing broker or affiliate or for any additional costs as a result of this Agreement.
- 21.5. The Client acknowledges that the introducing broker or affiliate is not a representative of the Company.
- 21.6. The Client acknowledges that the Company or any Affiliate of the Company, or any other company within the same corporate group as the Company, may reach out to the Client periodically through telephone, fax, email, or postal mail for marketing purposes. This communication may aim to highlight products or services that could be of interest to the Client or to carry out market research.
- 21.7. In cases where the Client is introduced to the Company through a third person such as a business introducer or associate network who performs marketing for the Company (both called "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. It is also made clear that the Introducers are not authorized to bind the Company in any way, to offer credit in the Company's name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in the Company's name.
- 21.8. The Client acknowledges and confirms that the Company may pay the Introducer with a fee. If such fees apply, they will be disclosed to the Client according to Applicable Regulations.

## **22. SOCIAL TRADING**

- 22.1. The Company also provides the investment tool of "Social Trading" which enables clients, hereinafter referred to as "Followers" to observe the trading behaviour of other traders, hereinafter referred to as "Providers".

22.2. When a Follower Client engages in trading under the Provider's guidance, the Company does not assume any responsibility. The Follower Client engages in social trading entirely on their own initiative and bear full responsibility on their trading results. It is crucial for the Subscriber Client to grasp that our products involve margin trading and carry a high level of risk, which may lead to a complete loss of their capital. Not all individuals may find these products suitable, and they should ensure a comprehensive understanding of the risks inherent in both trading and social trading.

**Social Trading fees:**

22.3. Social Trading might involve fees as per the Fees and Charges applied by the Company. The Client hereby grants the Company the right to deduct such fees from the Client's account for as long as the Client continues to utilize the Social Trading.

## 23. CONFLICT OF INTEREST

23.1. The Company will take all reasonable steps to identify and manage conflicts of interest between itself, including its managers and employees or other relevant persons as well as any person directly or indirectly linked to them by control, and their Clients or between one Client and another, that arise in the course of providing any of the Services under this Agreement, and to organize and control their internal affairs responsibly and effectively.

23.2. The Company will manage conflicts of interest fairly, between itself and its Clients, between itself and its employees and between its Clients and to organize and control their internal affairs responsibly and effectively in accordance with its **Conflict of Interest Policy** which can be found in Company's website.

## 24. INDUCEMENTS

24.1. The Company will take reasonable measures to ensure that neither the Company, its employees, nor its agents offer or accept any inducements that could conflict with their duties to Clients. The Company does not receive or pay any fees, commissions, or non-monetary benefits related to the services provided by third parties, except in some exceptional cases where the Company deems it necessary.

24.2. The Company may pay and/or receive fees/commissions from third parties if these benefits are intended to improve the quality of the service provided to the Client and do not compromise the Company's obligation to act in the Client's best interests. Examples of such fees/commissions from third parties that enhance service quality and align with the Company's duty to act in the Client's best interests may include

regulatory levies, legal fees, bank and payment provider fees, liquidity providers' fees, platform fees, and others.

24.3. Payment or receipt of a fee, commission, or non-monetary benefit should only occur under the following conditions:

- i. It is justified by providing an additional or higher-level service to the respective Client that is proportional to the inducements received.
- ii. It does not directly benefit the recipient firm, its shareholders, or employees without a tangible benefit to the Client.
- iii. It is justified by providing an ongoing benefit to the respective Client in relation to an ongoing inducement.

24.4. The Company might maintain records that demonstrate the fees, commissions, or non-monetary benefits paid or received, which are intended to enhance the quality of the service provided to the Client.

## 25. FEES AND CHARGES

25.1. The Client is responsible for paying the charges as agreed upon, including any fees or charges imposed by third parties during the provision of services. The Company's current charges, such as spreads, charges, interest, swaps, and other fees, depend on the Account type requested by or assigned to the Client and are available upon request. Any changes to the charges will be notified to the Client either through the Company's Website or trading platform terminal, or via email to the Client's registered address provided during the registration process. By accepting this Agreement, the Client acknowledges that they have read, understood, and agreed to the Company's fees and charges, which are subject to changes without prior consultation or consent.

25.2. The Company may receive compensation for its services through the Buy/Sell (Ask/Bid) spread. When the Client opens a position in a specific instrument, they incur the spread cost. The spread rates per instrument can be viewed by the Client on the Company's Website.

25.3. Depending on the Financial Instruments traded by the Client, the following charges may apply:

- **Spread:** The difference between the bid (buy) and ask (sell) price on the traded instrument, incurred when opening and closing a trade.



- **Commission:** The fixed amount/commission paid by the Client when buying and selling a Financial Instrument.
- **Currency conversion:** The cost of converting balances, profits, losses, costs, and charges into the base currency of the Client's Account.
- **Overnight Funding/Swap (Financing Fee):** The cost or benefit of holding a position open overnight, which can be positive or negative depending on the instrument traded.
- **Trading inactivity:** Once the account becomes and remains inactive, the Company has the right to charge an inactivity fee, which may be deducted from the Client's Account on a monthly basis.

25.4. All payments to the Company under this Agreement should be made in the currency specified by the Company to the designated bank account.

25.5. The Company may share charges with third parties, such as Introducing brokers or affiliates, in the form of commission, mark-up, mark-down, or other remuneration. Details of such arrangements can be provided to the Client upon request.

25.6. Regarding transaction fees, the Company reserves the right to charge the Client's account with relevant withdrawal fees based on the chosen payment method. The details of these fees are available on the Company's Website.

25.7. We may share charges with partners, affiliates, business introducers and agents in connection with Transactions carried out on the Client's behalf on the basis of percentage of spread and/or fixed fees.

Details of such remuneration or sharing arrangements may be available upon request.

25.8. As for Rollovers and Interest, a daily financing charge (Overnight Funding/Swap or Financing Fee) may apply to each FX/CFD open position at the closing of the Company's trading day as regard to that FX/CFD. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR). The financing charge will be credited or debited (as appropriate) to the Client's account on the next trading day following the day to which it relates.

25.9. The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies.

**26. "ISLAMIC ACCOUNTS" OR SWAP FREE ACCOUNT**

- 26.1. Upon the client's request and the Company's approval, a Swap Free Account for CFD trading may be offered by the Company. The Company retains the right to decline the opening of Swap Free Accounts at its discretion, without the obligation to furnish any explanation or rationale.
- 26.2. If a request for an Islamic (Swap-Free) Account is submitted, the Company may request adequate justification or proof of the necessity or requirement for such a conversion.
- 26.3. Clients desiring to convert their client account into a Swap Free Account must first close all their open positions.
- 26.4. In instances where a client holds a Swap Free Account, no swaps or rollover charges will be applied to overnight positions.
- 26.5. Clients with Swap Free Accounts may not maintain open positions for an extended period. In such cases, the Company reserves the right to close the client's open positions, and swaps will be applied retroactively.
- 26.6. The use of Swap Free Accounts for the purpose of profiting from swaps is not allowed, and clients may not request compensation for any lost swap amounts resulting from having a Swap Free Account. The Company retains the right to revoke the Swap-Free conditions for a client account at any time and for any reason.
- 26.7. In the event of the Company detecting any form of abuse, manipulation, 'interest'/'cash-back,' arbitrage, or any other fraudulent activity related to any Swap-Free Account, the Company reserves the right to take the following actions without notice:
- a) Revoke the Swap-Free conditions from all client accounts;
  - b) Charge any uncharged Swaps and any related uncharged interest expenses and/or costs associated with all such client's Swap Free Accounts;
  - c) Annul all profits generated from the Swap Free Accounts;
  - d) Close all accounts of such clients with the Company, nullify all positions and profits in the Swap Free accounts.

- 26.8. Hedging positions in Swap Free Accounts is prohibited. In such cases, the hedged positions will be closed, and swaps will be applied retroactively.
- 26.9. Each position that remains open across successive trading sessions will, after a specified number of days, incur a holding charge each time it is kept open from one trading session to the next as per the Fees and Charges applied by the Company.
- 26.10. All other provisions of this Client Agreement shall also be applicable to Swap Free Accounts.

## **27. COMMUNICATION AND NOTICES**

- 27.1. All notices, instructions, requests, or other communications to be conveyed to the Company by the Client under this Agreement shall be in written form and directed to the official email address of the Company at [support@tibiglobe.com](mailto:support@tibiglobe.com).
- 27.2. Subject to Applicable Regulations, any communication between the Company using electronic signatures and any communications via its website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to the Client via e-mail or other electronic means will constitute evidence of the orders or instructions given.
- 27.3. It is mutually agreed and understood between the Client and the Company that Orders must be executed through the Trading Platform and should not be conveyed to the Company through any other means..
- 27.4. The Company may employ any of the following methods to communicate with the Client: email, the Platform's internal messaging system, fax, telephone, postal mail, commercial courier service, airmail, or the Company's Website.
- 27.5. The Company will contact the Client using the contact information provided in their Registration Data. Therefore, the Client is responsible for promptly informing the Company of any changes to their contact details.
- 27.6. English is the designated language for communication between the Client and the Company, as it is the Company's official language. Occasionally, the Company may employ staff who speak the Client's native language, making communication in that language more convenient for the Client. However, it is important to clarify that all documents and information furnished by the Company will be in English. Translations or information provided in languages other than English are solely for informational purposes and do not legally bind the Company. The Company assumes no responsibility or liability for the accuracy of information in translated versions, and the

Client should also refer to the English version and the Website for information about the Company and its policies.

## **28. INTELLECTUAL PROPERTY**

28.1. The Client recognizes that the Company or its licensors are the rightful owners of all Intellectual Property Rights associated with the Trading Platform.

28.2. The Client is prohibited from engaging in the following actions:

- Replicating, recording, modifying, altering, or translating any part of the Trading Platform, including but not limited to, not removing, altering, or interfering with any names, marks, logos, or branding on the Trading Platform.
- Attempting to reverse engineer, disassemble, or derive the source code of the Trading Platform, either in whole or in part, unless expressly allowed by law.
- Causing harm or impairing any of the Company's Intellectual Property Rights in any way. The Client must make the best effort to safeguard Company's Intellectual Property Rights from third-party infringement.

28.3. The Trading Platform, all its copies, any derivative works (regardless of the creator), the associated goodwill, and all Intellectual Property Rights pertaining to the Trading Platform shall remain the exclusive property of either the Company or its licensors. Apart from the license granted in paragraph 3 of this Client Agreement, no other license, right, or interest in any goodwill or Intellectual Property Right associated with the Trading Platform, or any part or derivative work thereof, shall be granted or transferred to the Client.

28.4. Unless explicitly permitted in this Agreement, the Client shall not:

- Assign, sublicense, transfer, pledge, lease, rent, distribute, or share the Trading Platform or any of its rights under the Client Agreement.
- Divide any component part of the Trading Platform or use any component part separately on any equipment, machinery, hardware, or system.
- Engage in decompiling, disassembling, reverse compiling, reverse engineering, creating derivative works of, or reproducing (except for one copy solely for backup and archival purposes) the Trading Platform or any of its parts.

- Remove or obliterate any proprietary markings or labels on or within the Trading Platform.
- Develop methods that enable unauthorized parties to use the Trading Platform.
- Attempt to reconstruct or uncover any source code, underlying concepts, algorithms, file formats, or programming interfaces of the Trading Platform through any means.
- Provide, lease, lend, use for timesharing or service bureau purposes, or allow others to use the Trading Platform for the benefit of third parties.
- Circumvent any technical restrictions within the Trading Platform or employ tools to activate features or functionalities that are otherwise disabled in the Trading Platform.
- Utilize similar processes and functions to create competing features or functions with the Trading Platform.
- Employ the Trading Platform or any Financial Data for fraudulent, inappropriate, or illegal activities, including deceptive impersonation.
- Encourage or permit any third party to engage in any of the aforementioned actions.

## **29. COMPANY'S LIABILITY**

29.1. Nothing in this Agreement excludes or limits the Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

29.2. The Company will not be liable to the Client for any loss which arises as a result of:

- a) The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement;
- b) The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;
- c) Any abnormal market condition or force majeure event;
- d) Any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over

mobile or other communications networks and facilities outside of the Company's control; and

- e) Any features, market data or third party content available on the Company's Website, Platform or e-mails, are provided on an "as is" and "if available" basis.

29.3. Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

29.4. To clarify, the third-party providers engaged by the Company hold no responsibility for, and have not been involved in, determining the prices set by the Company. They explicitly disclaim all warranties, undertakings, or representations, whether expressed or implied, regarding the Client's utilization of the Company's Platform or Website. Furthermore, the Company's third-party providers shall not, under any circumstances, be held liable for any loss, regardless of their awareness of such loss, and irrespective of whether such liability arises from breach of contract, tort, or any other legal basis.

29.5. Except in cases of the Company's negligence, wilful default, or fraud, the Company shall not be held liable for any loss or damage arising from a hacker's attack, viruses, or other technologically harmful materials that may infect the Client's computer equipment, computer programs, data, or other proprietary materials as a result of using the Company's Platform or Website, or downloading any material from the Company's Platform or Website, or from any Website linked to it.

## 30. REGULATION:

### 30.1. Subject to Applicable Regulations

This Agreement and all Transactions are subject to Applicable Regulations so that:

- a) nothing in this Agreement shall exclude or restrict any obligation which we have to the Client under Applicable Regulations;
- b) The Company may take or omit to take any action considered necessary to ensure compliance with any Applicable Regulations;
- c) all Applicable Regulations and whatever the Company does or fails to do in order to comply with them will be binding on the Client; and
- d) such actions that the Company may take or fail to take for the purpose of compliance with any Applicable Regulations shall not render the Company or any of its directors, officers, employees liable.

### 30.2. **Action by regulatory body**

If a regulatory body takes any action which affects a Transaction, then the Company may take any action which, in its reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on the Client. If a regulatory body makes an enquiry in respect of any of the Client's Transactions, the Client agree to co-operate with the Company and to promptly supply information requested in connection with the enquiry.

## 31. INDEMNITY

31.1. The Client shall pay to the Company such sums as the Company may from time to time require in or towards satisfaction of any debit balance on any of the Client accounts with the Company and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of the Client accounts or any Transaction or as a result of any misrepresentation by the Client or any violation by the Client of his/her obligations under this Agreement (including any Transaction) or by the enforcement of the Company's rights.

## 32. SEVERABILITY

32.1. In case of any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/or regulations of any jurisdiction, that part will be deemed to be amended to the minimum extent necessary so that it is compliant with such rule regulation or law, and where the aforementioned is not possible, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining

provisions of this Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

### **33. EVENTS OF DEFAULT**

33.1. 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:

- Terminate this Agreement immediately without prior notice to the Client.
- Cancel any Open Positions.
- Temporarily or permanently bar access to the Platform or suspend or prohibit any functions of the Platform.
- Reject or Decline or refuse to transmit or execute any Order of the Client.
- Restrict the Client's trading activity.
- In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country.
- Cancel of profits gained through Abusive Trading.
- Immediately cancel all trades that were executed by the client.
- Take legal action for any losses suffered by the Company.

33.2. Each of the following constitutes and "Event of Default":

- The failure of the Client to perform any obligation owed towards the Company in accordance with the provisions of this Agreement and/or as per Applicable Regulations;
- If an application is made in respect of the Client pursuant to the South African bankruptcy law (Insolvency Act 24 of 1936) or any equivalent act in another 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;

- The Client is unable to pay the Client's debts when they fall due;
- Where any representation or warranty made by the Client in clause 38 is or becomes untrue;
- The Client (if the Client is individual) dies or is declared absent or becomes of unsound mind;
- Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 33.1;
- An action set out in paragraph 33.1 is required by a competent regulatory authority or body or court;
- The Company reasonably considers that the Client might be involving the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of South Africa or other countries having jurisdiction over the client or his trading activities, such being materiality determined in good faith by the Company.
- If the Company reasonably suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities, including forgery or use of a stolen card for funding the Account.
- If the Company reasonably suspects that the Client has entered into this Agreement for the purposes of fraud or other unlawful activities.
- The Company reasonably suspects that the Client has used credit / debit card fraud.
- The Company reasonably suspects that the Client performs abuse of the Platform.
- The Company reasonably suspects that the Client has performed any prohibited actions relating to the Trading Platform.

- The Company reasonably suspects that the Client performed abusive trading technic and/or strategy which includes, but is not limited to, pip-hunting, placing orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds, gain profit from the Company possible systems bugs and/or weaknesses and/or malfunction, and/or abuse of the Company's 'no Negative Balance' policy (as described in the Risk Disclosure Notice)

### **34. FORCE MAJEURE**

34.1. In case of a force majeure event as listed below (list not exhaustive), the Company shall not be liable for any failure to provide the Services under this Agreement, beyond its control:

- a) Government actions, war or hostilities, acts of terrorism, national emergency;
- b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disasters;
- c) Labour disputes and lock-out which affect the operations of the Company;
- d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- e) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company and hacker attacks);
- f) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- g) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- h) The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations; and

- i) Abnormal market conditions, such as extreme volatility in the Underlying Asset/product and generally in markets and/or any other extreme event beyond the reasonable control of the Company (such a terrorist attack, a drastic decision of a Monetary or other Authority, a referendum etc.) that may significantly affect the Market and may cause excessive movements to the price, supply or demand of any Underlying Asset/product and/or may occur permanent closure of trading in the market of any Underlying Asset/product.

34.2. If the Company determines reasonably that a force majeure event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time proceed with the following actions:

- a) increase Margin requirements without notice;
- b) decrease Leverage;
- c) close out any or all open positions at such prices as the Company considers in good faith to be appropriate;
- d) refuse to accept orders from Clients;
- e) determine at its discretion the quotes and spreads that are executable through the Company's Trading Platform;
- f) suspend or modify the application of any or all terms of the Agreement to the extent that the force majeure event makes it impossible or impractical for the Company to comply with them;
- g) cease trading;
- h) change the Trading Hours for transactions in affected Underlying Assets/products;
- i) limit the availability of instructions that the Client can give in respect of a trade;
- j) reject or delay the processing of any withdrawal request; and
- k) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.

**35. MISCELLANEOUS**

- 35.1. The Company reserves the right to set-off any liability arising from this Agreement or any other agreement between the parties, as well as any liabilities across multiple accounts held by the Client (whether current or future, actual or contingent). The Company may exercise this right by offsetting any amounts owed using funds available in any account maintained by the Client, to the extent permitted by applicable regulations.
- 35.2. The Company may modify this Agreement periodically and without necessarily a prior notice. Any amendments will be communicated by posting an updated version of the policy on the Website. It is the Client's responsibility to review this policy regularly, and if he/she continues to use the Website following the publication of any changes, it will signify his/her acceptance of those modifications.
- 35.3. In the event of the Client's death or mental incapacity, all funds held by the Company will be designated for the benefit of the Client's legal heirs, subject to verification and upon their formal request for the withdrawal of any remaining balance in the deceased Client's account. To facilitate this process, the legal heirs must provide official legal documents issued by the relevant governmental authorities in the jurisdiction of the deceased Client. The Company will carefully review these documents and make a decision on whether to approve the withdrawal request. Any obligations and liabilities owed to the Company in connection with the deceased Client's account will be offset against the account balance, and no separate repayment will be required from the legal heirs.

**36. COMPLAINTS AND DISPUTES**

- 36.1. If the Client wants to file a complaint, they should adhere to the procedures outlined in the Company's website.
- 36.2. In instances not explicitly addressed by this Agreement, both the Client and the Company commit to resolve the matter in a spirit of good faith and fairness. They will take actions in line with established market practices.

**37. GOVERNING LAW AND JURISDICTION**

- 37.1. This Agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its validity, interpretation, performance, or termination, shall be subject to the exclusive jurisdiction of the courts of South Africa.

37.2. The parties hereby irrevocably submit to the jurisdiction of such courts and waive any objection to the laying of venue in any such court or any defence of inconvenient forum. The prevailing party in any legal action arising from or related to this Agreement shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such action.

37.3. The Client unequivocally relinquishes, to the broadest extent permissible under applicable law, all immunity, including but not limited to sovereign immunity, for themselves and their income and assets (regardless of their current or intended utilization). This waiver covers immunity from legal actions, the jurisdiction of any courts, remedies like injunctions or orders for specific performance, asset attachment (whether before or after a legal judgment), and the execution or enforcement of any judgment that the Client or their income or assets might otherwise be entitled to in any legal proceedings in the courts of any jurisdiction. Furthermore, the Client firmly commits not to assert any immunity in connection with any legal proceedings. The Client also provides consent, in a general sense, with regard to any legal proceedings, for the granting of remedies or the issuance of legal processes, including, but not limited to, the creation, enforcement, or execution against any property, regardless of its current or intended use, of any order or judgment that may be issued or granted in the course of such legal proceedings.

### **38. REPRESENTATIONS AND WARRANTIES**

38.1. The Client represents and warrants to the Company the following:

- a) The Client is over 18 years' old and of sound mind;
- b) The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and complete, and at any time there is a change to the Client personal data, the Client will ensure that this data is updated and accurate, and the documents are valid and authentic;
- c) The Client is duly authorised to enter into this Agreement and has the capacity to do so;
- d) Where the Client is a legal entity required by their jurisdiction to obtain a Legal Entity Identifier ("LEI"), the Client has already registered and obtained a LEI, which will be provided to the Company prior the execution of this Agreement.
- e) Any actions conducted by the Client under this Agreement do not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident,

or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

- f) The Client has read and fully understood and undertakes to comply with the terms of this Agreement;
- g) The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- h) The Client agrees and acknowledges that it is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he/she shall not rely, for this purpose, on the Company. It is also understood and accepted that the Company shall bear absolutely no responsibility, regardless of the circumstance, for any such investment strategy, transaction, investment or information.
- i) There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;
- j) Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;
- k) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them; and
- l) The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved.
- m) The Client is not affiliated with any Underlying Market, corporation in which any Underlying Market holds a majority of capital stock, member of any Underlying Market, firm registered on any Underlying Market, or any bank, trust, or insurance company engaged in trading Financial Instruments covered by this Agreement between the Client and the Company.
- n) The Client will refrain from entering into any Transactions for the purpose of arbitrage, scalping, or exploiting any temporary or minor inaccuracies in any rates or prices offered on the Trading Platform.

- o) The Client has obtained all necessary governmental or other authorizations and consents required for the Client Agreements, as well as for opening or closing Transactions, and these authorizations and consents are valid and in compliance with all conditions.
- p) The execution, delivery, and performance of the Agreement and the use of the Trading Platform by the Client, including any Transactions, will not violate any applicable laws, ordinances, charters, by-laws, or rules in the jurisdiction of the Client's residence, or any agreements to which the Client is bound or that affect any of the Client's assets.
- q) Unless under exceptional circumstances determined by the Company from time to time, the Client will not transfer funds to their Trading Account from any bank account other than the one specified in the Registration Data.
- r) The Client is not a Politically Exposed Person and has no relationship, such as a relative or business associate, with a person who has held or currently holds a prominent public position in the last twelve months. If this statement is untrue or if the Client becomes a Politically Exposed Person during the course of this Agreement, the Client will promptly inform the Company.
- s) The Company may periodically offer money bonuses as part of promotions. Detailed terms and conditions related to these bonuses can be found on the "limited time promotions" page of the website and may vary. The Client guarantees that they will adhere to the prevailing restrictions and limitations regarding these bonuses if they qualify for one. Any breach of these restrictions and limitations will render bonuses and associated trading gains void.
- t) The Client confirms regular internet access and consents to the Company providing information, including but not limited to information about amendments to terms and conditions, costs, fees, Agreements, Policies, and information about investment nature and risks, by posting such information on the Website and/or via email.

38.2. Any violation by the Client of the representations and warranties stated in paragraph 38.1 or elsewhere in the Client Agreement will render any Transaction voidable from the outset or subject to closure by the Company at its prevailing prices, at the Company's absolute discretion.

**39. RISK ACKNOWLEDGEMENT**

39.1. The Client acknowledges, recognizes, and comprehends that engaging in trading and investments in leveraged and non-leveraged Contracts involves the following aspects:

- i.** It is highly speculative in nature.
- ii.** It may entail an extremely high level of risk.
- iii.** It is suitable only for individuals who, if they trade on margin, can bear the risk of losing more than their initial margin deposit.

39.2. The Client acknowledges, recognizes, and comprehends that:

- i.** Due to the typically low Margin Requirements in Margin Trades, price fluctuations in the underlying asset can result in substantial losses that may exceed the Client's initial investment and margin deposit.
- ii.** When the Client instructs the Company to enter into any transaction, any profits or losses arising from fluctuations in the value of the asset or the underlying asset will be solely the responsibility and risk of the Client.
- iii.** The Client affirms that they possess the financial means and willingness to assume the risks associated with trading in speculative investments.
- iv.** The Client agrees that the Company will not be held accountable for losses incurred as a result of carrying the Client's account and following recommendations or suggestions made by the Company, its employees, associates, or representatives, unless there has been gross negligence on the part of the Company.
- v.** The Client acknowledges that the Company does not provide continuous monitoring of the Client's transactions, whether individually or manually, unless expressly agreed upon. Therefore, the Company cannot be held responsible for any deviation from the Client's expectations or any unfavourable outcomes of the transactions.
- vi.** The Client acknowledges that no guarantees of profits or freedom from losses can be made in investment trading.
- vii.** The Client confirms that they have not received any guarantees or similar representations of profit or loss prevention from the Company, an Introducing Broker, or their representatives, or any other entity with whom the Client holds a TibiGlobe account.



**40. CLIENTS' DECLARATION**

40.1. The Client hereby declares that:

- a) He/She has carefully read and fully understood the terms and conditions of this Agreement, and fully and unreservedly agrees therewith;
- b) He/She has read and understood all information provided on the Internet regarding the Company, the Services and all other subject matter within the scope of this Agreement;
- c) He/She consents and agrees to receive direct advertising, either by phone or personal representation, facsimile, automatic calls, email or other phone, electronic or digital means by the Company;
- d) The Client is the individual who has completed the Application Form or, if the Client is a company, the person who has completed Application Form on the Client's behalf is duly authorised to do so.



## **TIBIGLOBE (PTY) LTD**

TiBiGLOBE is operated by TIBIGLOBE (PTY) LTD, a South Africa Investment Firm, authorized and regulated by the Financial Sector Conduct Authority (FSCA) of South Africa, with FSP License Number 50012. TIBIGLOBE (PTY) LTD registration number is 2018 / 054431 / 07.

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