equiti

EQUITI SECURITIES CURRENCIES BROKERS LLC

Terms and Conditions

for Brokerage Services

Version 3.0

August 2026

SECTION 1 – GENERAL TERMS

WARNING NOTICE

OUR PRODUCTS AND SERVICES ARE NOT SUITABLE FOR EVERYONE AND CARRY RISKS, PARTICULARLY FOR RETAIL CLIENTS. BY ENTERING INTO THESE TERMS AND EACH TIME YOU USE OUR SERVICES, YOU REPRESENT TO US THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE RISKS SPECIFIED IN THESE TERMS, THE SCHEDULES APPLICABLE TO THE RELEVANT PRODUCTS, AND THE RISK WARNING NOTICE (AS AMENDED FROM TIME TO TIME) WHICH IS AVAILABLE ON OUR WEBSITE.

1. **About us**

Equiti Securities Currencies Brokers LLC is authorised and regulated by the UAE Capital Market Authority, formerly the Securities and Commodities Authority with licence number 20200000026. The firm's registered office is at Lamborghini Building, Floor 2, Sheikh Zayed Road, Dubai, 117814, United Arab Emirates.

2. **The Agreement between you and us**

2.1 **"Equiti"**, **"we"**, **"us"**, and **"our"** in these Terms refer to Equiti Securities Currencies Brokers LLC (including any successor and assignee). If you are an Entity, references to **"you"** and **"your"** include the Entity (and any successor and assignee) and any Authorised Individuals. Other defined terms are set out in Clause 85.

2.2 These Terms and Conditions including the Schedules (these **"Terms"**) together with any documents referred to in these Terms including the Risk Warning Notice, Order Execution Policy and Conflicts of Interest Policy (as amended from time to time), and any other Policy form the agreement between you and Equiti Securities Currencies Brokers LLC (the **"Agreement"**).

2.3 These Terms set out the general terms that govern our relationship with you. **Where you trade in a specific Product offered by us from time to time, the terms that apply to that Product are set out in the relevant Schedule**. You must read and agree to these Terms and the relevant Schedule that apply to the Products that you intend to trade.

2.4 In the event of an inconsistency between the provisions of a Schedule and other provisions of these Terms, the Schedule will prevail to the extent necessary.

2.5 In the event of an inconsistency between the provisions of these Terms and the other provisions of the Agreement, these Terms will prevail to the extent necessary.

2.6 You are responsible for checking our Website regularly and reviewing the current version of the Agreement. We have the right to amend these Terms in accordance with Clause 70.

2.7 These Terms supersede any previous agreement between you and us on the same subject matter and shall apply to all transactions contemplated under these Terms.

2.8 The Agreement shall apply when you expressly agree to these Terms or when you access or use our Services which will be deemed as your acceptance of the Agreement.

2.9 If you have any questions about the Agreement, please contact us using the details set out in Clause 8.1 below.

2.10 These Terms shall come into effect on the day we open your Account. Where these Terms are amended in accordance with Clause 70 such amendments shall come into effect pursuant to Clause 74. These Terms shall continue until they are terminated.

3. **Products and Services**

3.1 Subject to these Terms, we may provide to you non-advisory, non-management, and execution-only services (including any Electronic Trading Services) as described in Clauses 5 and 15 (the "**Services**"), and any other services that we may offer from time to time in relation to a range of different financial instruments (the **"Products"**).

3.2 We reserve the right not to offer one or more Products to you in accordance with the Agreement, our Policies, and such other factors and considerations we determine at our sole discretion.

4. **Risk disclosures**

4.1 Investments in certain Products (including CFDs and rolling spot forex) may carry a higher degree of risk as further explained in our Risk Warning Notice, which is available on our Website. Our Services may not be appropriate for you unless you are knowledgeable and experienced in the financial services market and in the types of transactions and Products described in these Terms.

4.2 By entering into these Terms you acknowledge and agree that you have the appropriate knowledge and experience to use our Services (to the extent relevant to the specific Products you are trading), that you understand the risks involved and that you have provided us with all the information necessary for us to confirm our Services are appropriate for you (where an appropriateness assessment is required for the Products you are trading). **If you are unsure about whether our Services are appropriate for you then you should consult an independent adviser before proceeding.**

5. **Capacity**

5.1 Our capacity in transactions may vary for different Products. When you:

(a) trade CFDs with us (in accordance with Schedule A), we act as a straight through processing broker and quote prices sourced from certain Liquidity Providers through our Electronic Trading Services;

(b) invest in Securities with us (in accordance with Schedule B), we route Orders for execution through our Third-Party Intermediary Broker.

5.2 You shall only act as principal when entering into transactions or using our Services. You shall not at any time act as agent or trustee on behalf of another person.

6. **Restricted Countries**

6.1 We may not provide our Services in whole or in part to clients who are domiciled or resident in Restricted Countries. We may change the list of the Restricted Countries, as well as the Services that are available in a Restricted Country, from time to time. Please contact us if you require further information.

6.2 If you or your Authorised Individuals travel to or through a Restricted Country, you may not have access to your Account or any of our Services during your travel. This restriction applies even if you do not normally reside in that country or jurisdiction. We are not liable for any Losses which result from your or your Authorised Individual's inability to access or delay in accessing your Account or our Services because you or your Authorised Individuals are in a Restricted Country.

7. **Subject to Applicable Regulations**

These Terms and all Positions and transactions entered under these Terms are subject to Applicable Regulations, so that:

(a) to the extent there is any conflict between these Terms and any Applicable Regulations, the latter will prevail;

(b) we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;

(c) any action that we take or do not take in order to comply with any Applicable Regulations shall be binding on you;

(d) any action that we take or do not take for the purpose of complying with any Applicable Regulations shall not make us or any of our staff (including directors, officers, employees, agents, representatives) or our Affiliates and their staff liable to you; and

(e) nothing in these Terms will exclude or restrict any obligation that we have towards you which cannot be so excluded or restricted under Applicable Regulations.

8. **Communications between you and us**

Communicating with us

8.1 You may communicate with us using the methods set out on our Website.

8.2 However, you must only place Orders in accordance with Clause 25 and deliver notices in accordance with Clause 67.

Communicating with you

8.3 We may communicate with you through one or more agreed methods, including email, Platform or Client Portal notifications, SMS, push notifications, telephone, website notices, or other electronic means. You are responsible for ensuring that: (a) your contact details are accurate and up to date; (b) you can receive communications; and (c) you regularly monitor all agreed communication channels. A notification will be deemed received when sent using the contact details available to us, regardless of whether you access or read it.

8.4 We will use the contact details you gave us when you applied for your Account, and any updates that you have notified us of. If your contact details change (including your country of residence or nationality), you agree to inform us immediately prior to or upon such change. You are responsible for ensuring that:

(a) your contact details are accurate and up to date;

(b) you can receive communications; and

(c) you regularly monitor all agreed communication channels.

Electronic communications

8.5 If you accept any document via electronic means including by checking a tick-box, sending an email, or confirming on the Platform, you will be treated as having accepted the document.

8.6 If electronic signatures are used in a communication between us, such communication will be binding as if it were signed in writing.

Telephone communications

8.7 You agree that we may record all telephone conversations or any communications by other means between you and us (including face to face meetings).

All communications

8.8 We can use all communications that you send to us for training purposes, for the purposes of investigating any complaint you may make, or for any other legal or regulatory purposes including as evidence in any I or anticipated dispute between you and us. We will retain records of all telephone or any communications by other means for the duration required by Applicable Regulations. We will provide a copy of such records to you within a reasonable period of your request and may charge a fee for such provision of records. Such records will also be accepted by you as evidence of orders placed or other instructions given.

9. Complaints procedure

9.1 We have internal procedures for handling complaints fairly and promptly. You may submit a complaint to us in the manner set out in our Complaints Handling Procedure set out on our Website.

9.2 We will send you a written acknowledgement of your complaint within five Business Days of receipt of your complaint. We will provide information about our complaints procedures, and when and how you may be able to refer your complaint to CMA. Please refer to our complaints handling policy if you would like further details about how we handle complaints.

SECTION 2 – OPENING AND OPERATING YOUR ACCOUNT

10. Account opening

10.1 You will only be able to open an Account with us if you have successfully completed the application form.

10.2 During the course of your trading relationship with us, we will request you to provide us with information that we require in accordance with our client onboarding processes and procedures. This includes information that enables us to identify and verify your identity and conduct fraud and sanction checks, anti-money laundering and counter-terrorism checks, and any other checks required under the Applicable Regulations and our internal Policies and procedures.

10.3 We reserve the right to decline your application for an Account at our sole discretion and without providing any reason to the extent permitted by Applicable Regulations.

10.4 We reserve the right to suspend or terminate your Account, at any time, immediately and at our sole discretion where we have been unable to verify your identity.

11. Appropriateness assessment and client classification

11.1 Subject to Applicable Regulations, we may conduct an appropriateness assessment and/or suitability assessment, as applicable, to determine whether a Product is appropriate or suitable for you. Where we determine that a Product is not appropriate or suitable for you, we will notify you accordingly. In circumstances permitted by Applicable Regulations, you may elect to proceed at your own risk; however, we reserve the right to decline to provide any Product or Service where required by law or where we consider it appropriate to do so. You should always ensure that you understand the risks associated with any Product before placing an Order.

11.2 We are required to classify you as an “Ordinary Investor”, “Professional Investor” or “Counterparty” in accordance with Applicable Regulations. Your classification will apply to all Products and Services provided by us.

11.3 As part of our client classification process, we may request certain information and supporting documentation from you. You agree to provide accurate, complete and up-to-date information and documentation and acknowledge that we will rely upon such information in determining your classification. We will notify you of your classification once the classification process has been completed.

11.4 We will categorise and treat you as a Professional Investor or a Counterparty only if you satisfy the applicable eligibility criteria under the Applicable Regulations. You may only be classified into one category. If you do not satisfy the criteria for classification as a Professional Investor or Counterparty, we will categorise you as an Ordinary Investor.

11.5 If we have classified you as a Professional Client or Counterparty, you may request us to classify you as an Ordinary Investor as an exception.

11.6 You must also notify us immediately, or as soon as reasonably practicable, if there is any change in such information or circumstances that may affect your classification at any time.

11.7 If you have been classified as a Professional Investor, you must notify us as soon as reasonably practicable if you cease to satisfy, or become aware that you no longer satisfy, the conditions for classification as a Professional Investor under the applicable Rulebook.

11.8 Where you are classified as a Professional Investor or Counterparty, you acknowledge and agree that different levels of regulatory protection may apply to you and that certain protections available to Ordinary Investors under Applicable Law may not apply.

12. Provision of information

12.1 You agree to promptly provide us upon our request any information or document which we would require under the Applicable Regulations or our internal Policies and procedures. We may request such information or document at any time, including prior to Account opening. This includes instances when we are required to carry out or refresh our know-your-customer checks and customer due diligence checks.

12.2 If any information or document which you have provided to us under the Agreement (including any representations made) changes, becomes inaccurate or misleading, you must provide us the updated information or document as soon as possible.

12.3 Any information or document that you provide to us, whether that information or document is required under the Agreement or not, must be complete, accurate and not misleading. If you fail to provide us the required information or document and relevant updates for any changes, or if you provide inaccurate, incomplete or misleading information, we will not be able to open an Account for you, or, if you already have an Account, we may suspend, block, or close your Account at our sole discretion and without liability to you for any Losses that may arise from such action.

12.4 You agree and acknowledge that we may use third party organisations and entities (including credit reference agencies) and/or public sources to verify any information you have provided to us.

12.5 You agree that to verify your residential address, employment, and financials we may make periodic searches and enquiries about you at credit reference agencies (including Al Etihad Credit Bureau and the ICP Authority of the UAE), using third party identity verification tools or databases and your employers, if applicable.

12.6 To comply with our KYC/AML obligations, assess your creditworthiness, manage credit risk and to prevent fraud (or other criminal activity) you agree that we may:

(a) make periodic searches and enquiries about you at credit reference agencies (including Al Etihad Credit Bureau), and your employers, if applicable;

(b) share information with credit reference agencies/bureaus (including Al Etihad Credit Bureau) and use information available from public sources to verify your identity and/or your residential address;

(c) share information with credit reference agencies/bureaus (including Al Etihad Credit Bureau) and use information available from public sources to verify your identity and your residential address;

(d) request reports from credit reference agencies/bureaus (including Al Etihad Credit Bureau) and to assess your ability to meet your commitments to us without your further consent

(e) obtain information from and disclose information to other investment firms which deal for you concerning any payment or security default or concerning any investment which is related to or connected with transactions which you seek to open with us; and

(f) obtain any other relevant information about you from any other source that Equiti considers necessary, to assess your ability to meet your commitments.

13. **Account security**

13.1 You agree that you will keep the security information in connection to your Account including passwords secret and confidential.

13.2 You should not give a third-party access to or control of your Account. If you give another person access to or control of your Account, you do so at your own risk and you will be responsible for all decisions of that third party.

13.3 If you are an Entity, you may elect to give one or more Authorised Individuals access to or control of your Account, but you shall do so at your own risk. You shall ensure that Authorised Individuals do not disclose the security information in connection to your Account to another person within or outside of your organisation or compromise the security of your Account in any way. You will be responsible for all decisions of the Authorised Individuals and any third party to whom security information has been disclosed by an Authorised Individual. You are required to provide us with the name of the Authorised Individual, and to promptly notify us of any changes to such Authorised Individual. You are also required to supply us with any information or documents we request in respect of the Authorised Individual.

13.4 You agree that we are not required to enquire or verify with you the authority of any Order, transaction, decision or other activity on your Account and we can assume that all activities on your Account are carried out by you, your Authorised Individuals, or another person with your permission. Notwithstanding the above, we may (but we are not obliged to) block your access to your Account or to our Services if we believe this is necessary for security or legal reasons.

14. **Suspension of your Account**

If we reasonably believe that you (or other parties) may have engaged or may be engaging in behaviour which we reasonably consider harmful to us, and which may include improper, unlawful or unfair trading activity (including scalping or suspected market abuse activities), we may immediately suspend one or more of your Accounts in order to investigate. This may include withholding or freezing the funds in your Account, restricting your access rights to your Account, limiting your ability to take any actions in relation to your Account (including your ability to trade and deposit or withdraw funds) or any other restrictions as we consider necessary at our sole discretion.

SECTION 3 – OUR SERVICES

15. **Execution-only services**

We provide execution-only brokerage services for transactions in the Products. When you trade in:

(a) CFDs, we act as principal and counterparty (in accordance with Schedule A); and

(b) Securities, we route Orders for execution through our Third-Party Intermediary Broker (in accordance with Schedule B).

16. **No investment advice or personal recommendation**

16.1 We deal with you on an execution-only basis and we will not provide you with any:

(a) advice on the merits of a particular Position or transaction;

(b) personal recommendations in relation to any Position or transaction; or

(c) investment, legal, regulatory, accounting, tax or other forms of advice in respect of a Position or transaction.

16.2 **When placing an Order with us or entering into a transaction with us, you represent that you have made your own independent appraisal into the risks of the transaction, investment or investment strategy. You agree and acknowledge that you will not rely on any opinion, research or analysis expressed or published by us or our Affiliates as being advice or recommendation in relation to a Position or transaction.**

16.3 In the course of our Services to you, we may, at our absolute discretion, provide you with:

(a) information in respect of a Position or transaction (specifically in respect of related procedures and risks and method of minimising such risks); and

(b) market views, trading ideas or other information, including information about our Products and Services or make other statements to you concerning investments and investment strategy.

16.4 Where we do provide such information, you agree and acknowledge that:

(a) the provision of information is incidental to your dealing relationship with us and does not amount to advice;

(b) we give no representation, warranty or guarantee as to the merits, risks or suitability of an Order, Position, transaction, investment strategy or market condition;

(c) the information provided by us is not a recommendation, nor will it represent a comprehensive or verified assessment of the Position or the relevant market. You agree that you will not treat any information or statement, including information about our Products and Services, as investment advice on the suitability of any investment for you;

(d) we give no representation, warranty or guarantee as to the accuracy or completeness of the information provided by us;

(e) if the information or document provided by us contains a restriction on the person or category of persons for whom that information or document is intended or to whom it is distributed, you shall not pass it on contrary to that restriction; and

(f) prior to despatch of the information, we may have acted upon it ourselves or made use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other clients.

17. **No management services**

We will not provide any portfolio management or discretionary management services to you.

18. **No fiduciary duty**

Unless specifically agreed between us in writing, our provision of a Service to you will not give rise to any fiduciary or equitable duties on our part, on the part of our Affiliates or our employees. You agree that nothing contained in these Terms will create a fiduciary, trustee, agency, joint venture or partnership relationship between you and us, you and our Affiliates or you and our employees.

19. **Introducing Party**

If you are introduced to us by a third party (an "**Introducing Party**"), you acknowledge and agree that:

(a) our responsibility is limited to our Services, which are execution-only in nature;

(b) we have no responsibility or obligation, and give no warranty, representation or endorsement, regarding the conduct, action, representation, advice, recommendation or statement of an Introducing Party on which you have, or may have, relied on at the time of entering into, or during the life cycle, of a Position;

(c) subject to CMA Regulations, we have no responsibility or obligation to verify the legal standing or regulatory status of an Introducing Party; and

(d) unless we have confirmed otherwise to you in writing:

(i) an Introducing Party is an independent intermediary;

(ii) an Introducing Party is not our employee, agent, representative or Affiliate; and

(iii) an Introducing Party is not authorised to make a representation or statement regarding us, our Affiliates or our Services, except to the extent necessary for your introduction to us.

SECTION 4 – QUOTES AND PRICING

20. **Quotes and Orders**

You may create a Position or enter into a transaction with us by placing a 'buy' or 'sell' Order at the prices we quote to you (see Clause 22 below).

21. **Quotes are not offers**

21.1 Any price or quote displayed or provided by us in connection with any Product is indicative only and does not constitute an offer to execute a transaction at that price. Your Order is executed only once it has been accepted in accordance with these Terms. The basis on which prices are established for each Product, and the factors that may affect the execution price, are set out in the relevant Schedule and our Order Execution Policy.

22. **Price quotation**

The way in which the prices that we quote to you are established will be dependent on the Product. Further information is contained in the relevant Schedule for each Product and in our Order Execution Policy.

23. **Market movements and slippage**

23.1 Market conditions may change between the time a price is displayed or quoted to you and the time your Order is executed. Such movement may be in your favour or against it, and your Order will be executed at the price prevailing at the time of Order execution. **You should only submit an Order if you understand and are willing to accept the risks of market movements and slippage.**

23.2 The price at which your Order is executed will be determined as follows:

(a) in respect of CFDs traded in accordance with Schedule A, by the prices quoted to you by us, which are derived from our Liquidity Provider(s). The liquidity available from our Liquidity Provider(s) at the relevant time and in relation to the relevant Product may affect the execution price; and

(b) in respect of Securities traded in accordance with Schedule B, by the prevailing price on the relevant exchange at the time of execution.

23.3 Prices that may be quoted or traded upon, from time to time, by other market makers or third parties shall not apply to trades between us and you.

24. **Manifest Error and latency trading**

24.1 From time to time, it is possible that errors may occur in the quotes or pricing of our Products. Notwithstanding the rights that you have under CMA Regulations, we reserve the right to void, or to amend the terms of, any Order or any transaction that we reasonably believe, at our sole discretion, to contain or be based on an obvious error (**"Manifest Error"**). In deciding whether an error is a Manifest Error we may take into account relevant information including the state of the Market or Underlying Market at the time of the error and any error within, or lack of clarity of, any information source or pronouncement.

24.2 Where we reasonably believe that latency on the Platform or other features or components of our system are being exploited by you, we may at our absolute discretion void, close, reverse, or amend all trades and return to you only funds deposited net of any earlier withdrawals, and then may proceed to close your Account.

24.3 In the absence of our fraud or gross negligence, and in accordance with Clauses 62.1 and 62.3(d), we will not be liable to you for any Losses following:

(a) the exercise of our rights pursuant to Clause 24.2; or

(b) a Manifest Error.

SECTION 5 – ORDERS AND INSTRUCTIONS

25. **Placing of Orders**

25.1 You may place an Order and give dealing and account instructions electronically through the relevant Platform, unless we notify you that instructions can be given in an alternative manner.

25.2 We will only act upon an Order (and your Position is only opened, closed, acquired or disposed of) once the Order is received and accepted by us and we will have no liability to you for any Losses that may arise from delayed receipt of an Order, or non-receipt of an Order.

26. **Cancelling, amending, or withdrawing Orders**

26.1 You may only cancel or amend your Orders if we have not acted upon those Orders.

26.2 For the purposes of Clause 26.1:

(a) in respect of CFDs, we will have acted upon an Order when we have accepted and filled that Order; and

(b) in respect of Securities, we will have acted upon an Order when that Order has been filled (in whole or in part) through the Third-Party Intermediary Broker.

27. **Authority to act on an Order**

27.1 You agree that, where an Order, instruction or communication given or purporting to be given by you, your Authorised Individuals or any person authorised on your behalf through an Electronic Trading Service, we will act on that Order, instruction or communication, without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Orders. You will be responsible for and bound by all Obligations we enter into or assume on your behalf as a result of or in connection with such Orders, instructions or communications.

27.2 You are responsible for any Losses incurred by us for acting or attempting to act on any Orders given or purporting to be given by you or any person authorised to act on your behalf.

27.3 Where an Order, instruction or communication is given in an alternative manner, we may undertake additional steps to verify the identity of the individual making the Order, instruction or communication, as may be required by CMA Regulations.

27.4 If your Order is incomplete, unclear or ambiguous you agree that we may in our absolute discretion and without any liability on our part act or decline to act upon what we believe in good faith the Order to be.

28. **Right not to accept an Order**

28.1 We are not obliged to accept any Order. If we decline to accept an Order, we shall not be obliged to give you a reason but we shall notify you in accordance with the CMA Regulations.

28.2 You agree that we will not be liable for any Losses you may incur by reason of:

(a) our decision not to accept an Order;

(b) our omission or delay in notifying you that we did not accept an Order; or

(c) our refusal to act on an Order until any incompleteness, lack of clarity, ambiguity or conflict in the Order has been resolved to our satisfaction.

29. **Closing out your Position after accepting an Order**

29.1 Without prejudice to the generality of Clauses 27 and 28, if we have accepted an Order and we subsequently suspect the Order or instruction infringes or would infringe upon any Applicable Regulations, our Policies or these Terms, we may, in our absolute discretion:

(a) close out, sell, or otherwise unwind such Positions at the then prevailing price quoted on the Platform or, where applicable, on the relevant exchange; or

(b) treat that Position as having been void from the outset.

30. **Limits imposed by a Market, an Underlying Market or us**

30.1 A limit on your Positions or on your ability to place an Order or to give instructions may be imposed by us, at our sole discretion, by a Market or an Underlying Market, or by an intermediate broker or agent. The limits and parameters may include (as applicable):

(a) controls over the Margin requirements;

(b) controls over the price at which an Order may be submitted (including controls over an Order which is at a price that differs from the market price at the time the Order is submitted);

(c) controls over placing Orders (including any verification procedures we may deem necessary to ensure that a particular Order has come from you);

(d) controls over the Order amount and Order size;

(e) controls over your total exposure to the Market or Underlying Market i.e. limits on the size and number of net open Positions that you are entitled to place in relation to one or more financial instruments (the **"NOP Limits"**). Where NOP Limits are to be imposed, you will be notified in writing of the same, as soon as reasonably practicable prior to such NOP Limits being imposed. If you fail to comply with the NOP Limits:

(i) you may be required to close Positions to reduce your exposure;

(ii) we may close or void your Positions for you; and

(iii) you may be prohibited from opening or acquiring new Positions,

in each case, we will not be liable for any resulting Losses incurred on your Account, including without limitation where a closed or voided Position is hedged; and

(f) any other limit, parameter or control which we may be required to implement in accordance with Applicable Regulations, our Policies, or these Terms.

30.2 You agree to be bound by all Orders placed by you notwithstanding if any limits, parameters or controls set by us have been breached.

31. **Third party action**

31.1 If a Market, Liquidity Provider or Third-Party Intermediary Broker (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) or regulatory body takes any action which affects a Position, then we may take any action that we reasonably consider desirable to minimise any Loss which you may incur, or we may incur, as a result of such action.

31.2 You agree to be bound by the actions we take under Clause 31.1 above.

32. **Order execution and handling**

32.1 We will use our reasonable endeavours to execute an Order promptly, but in accepting your Order we do not guarantee that it will be possible to execute such Order or that the execution will be possible according to your instructions or at the price quoted.

32.2 We shall execute an Order only when the relevant Market or Underlying Market is open for dealing. An Order received outside Market or Underlying Market hours will be executed as soon as practicable and when that relevant Market or Underlying Market is next open for business (in accordance with the rules of that Market or Underlying Market).

32.3 We will provide you with best execution in accordance with CMA Regulations and our Order Execution Policy when we execute Orders on your behalf. A copy of our Order Execution Policy is available on our Website. The Order Execution Policy forms part of the Agreement. Your placement of an Order with us shall be treated as a confirmation that you have read the Order Execution Policy (as amended from time to time) and your prior consent to the Order Execution Policy.

33. **Aggregation of Orders**

33.1 We shall have the right to aggregate your Order with Orders placed by other clients. Aggregation means that we may combine your Order with those of other clients for execution as a single Order; aggregation may result in you obtaining a more or less favourable price or otherwise work to your advantage or disadvantage in relation to a particular Order. You acknowledge and agree that we will not be liable to you as a result of a less favourable price being obtained.

33.2 Our processes and arrangements for the aggregation of Orders, fair allocation of Orders, and treatment of partial executions are set out in our Order Execution Policy, a copy of which is available on our Website.

34. **Statements**

34.1 Subject to the particular terms of a Position, we will send you a statement at the end of each calendar month detailing, amongst other things, your Positions with us for that particular month. We may periodically send additional statements at our sole discretion. Such statement will be available on the Platform or on any other electronic medium determined by us.

34.2 It is your responsibility to inform us if you do not receive a statement, or if a statement or information relating to a particular Position is incorrect. A confirmation will, in the absence of Manifest Error, be conclusive and binding on you, unless we receive an objection in writing within three Business Days of receipt.

34.3 In the event of an objection under Clause 34.2 above, we will conduct an investigation in accordance with our client complaints handling procedure. Our decision will be final and binding upon you.

SECTION 6 – ELECTRONIC TRADING SERVICES

35. Access to and use of the Electronic Trading Services

35.1 We may allow you to access and use one or more Electronic Trading Services.

35.2 Any Electronic Trading Service that we provide to you is for your personal use only and may be accessed by you, subject to the provisions of these Terms. You shall not directly or indirectly provide, sell or lease any Electronic Trading Service, or any portion thereof, to any third party without our prior written consent.

35.3 You shall be responsible for providing the Access Method to enable you to access and use an Electronic Trading Service. You shall be responsible for any errors or failure of the Access Method.

35.4 You will be responsible for all Orders entered by you or on your behalf via the Electronic Trading Services and you will be fully liable to us for the settlement of any transaction arising from them.

36. Termination, suspension, and change of the Electronic Trading Service

36.1 We shall have the right to suspend or permanently withdraw an Electronic Trading Service, by giving you ten Business Days' written notice.

36.2 We shall have the right unilaterally, without notice and with immediate effect:

(a) to suspend or terminate permanently your access and ability to use any Electronic Trading Service, or any part thereof;

(b) to change the nature, composition, or availability of the Electronic Trading Service; and

(c) to change any limits we set on the trading you may conduct through the Electronic Trading Service (including any limits set in accordance with Clause 30),

where we consider it necessary to do so due to:

(i) your non-compliance with Applicable Regulations;

(ii) your breach of any provisions in the Agreement;

(iii) an occurrence of an Event of Default;

(iv) a security breach and suspension or withdrawal of the Electronic Trading Service is necessary to protect you or us;

(v) maintenance of the Electronic Trading Services and systems;

(vi) system errors, network problems or failure of power supply;

(vii) failure of the relevant Market or Underlying Market, or clearing house; or

(viii) other reasons, whether they relate to Electronic Trading Services or not, provided that we always act in good faith.

36.3 Your access and use of an Electronic Trading Service, or any part thereof, may be terminated automatically:

(a) upon the termination of these Terms;

(b) upon the termination of any licence granted to us which relates to our provision of the Electronic Trading Service;

(c) upon withdrawal of the Electronic Trading Service by any Market or Underlying Market; and

(d) where we are required to withdraw the Electronic Trading Service to comply with any Applicable Regulations.

36.4 Where your access or use of an Electronic Trading Service has been terminated for whatever reason, you shall upon our request return to us or destroy all hardware, software and documentation we may have provided you in connection with such Electronic Trading Service and any copies thereof.

37. **Third Party Electronic Trading Services**

37.1 We may provide the whole or part of an Electronic Trading Service under licence from third parties (**"Third Party Electronic Trading Service"**), including the Platforms. You agree to comply with any additional restrictions on your access or use of a Third Party Electronic Trading Service that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such licensors.

37.2 You use any Third Party Electronic Trading Services at your own risk.

37.3 It is solely your responsibility to evaluate the functionality of any such Third Party Electronic Trading Services before downloading or accessing them or entering into transactions with us using any Third Party Electronic Trading Services.

37.4 Third Party Electronic Trading Services are provided to you on an 'as is' basis, without any warranty, guarantee, representation or assurance of any kind, express or implied, including their suitability to you or their fitness for a particular purpose.

38. **Standards of use**

38.1 Each time that you access or use an Electronic Trading Service, you agree and warrant to us that you will:

(a) not use any software, automated algorithm or trading strategy, artificial intelligence, ultra-high speed or mass data entry, or other techniques other than those that we make available to you on the Electronic Trading Service, except where we have provided our prior written consent which may be subject to conditions at our sole discretion;

(b) ensure that your Access Method (i) is maintained in good order (including applying adequate and regular virus testing), (ii) is suitable for accessing and using the Electronic Trading Service, and (iii) satisfies any requirements which we have notified you from time to time;

(c) inform us immediately of any unauthorised access to such Electronic Trading Service or any unauthorised Order or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease;

(d) inform us immediately of any material defect, malfunction, or virus in your Access Method or in the Electronic Trading Service, and cease all access and use of the Electronic Trading Service until you have received permission from us to resume access or use;

(e) not act in an unfair, abusive, manipulative, or unlawful way when using the Electronic Trading Service (including avoiding any security features of the Electronic Trading Service); and

(f) not carry out, purport to carry out, or facilitate any person to carry out one or more of the following activities, unless you have received our prior written consent:

(i) copy, alter, amend, modify, interfere or tamper with the Electronic Trading Services or any part thereof; or

(ii) reverse compile or disassemble the Electronic Trading Services.

38.2 You agree to comply with any requirements in relation to information technology, systems, protocols or standards that we have notified you from time to time in order for you to access or use any Electronic Trading Service.

39. **Electronic trading**

39.1 Where an Electronic Trading Service enables you to have electronic access to a Market or Underlying Market on which you may submit Orders or receive information or data, you agree that we may require that you provide us with information in relation to your use or intended use of this service.

39.2 You agree that we may monitor your use of the electronic access service, and you must comply with any conditions required by us. We may at our absolute discretion remove your electronic access at any time.

39.3 These Terms set out the essential rights and Obligations between you and us in relation to the provision by us of electronic access service to a Market or Underlying Market. You must ensure you comply with Applicable Regulations and with the rules of any applicable Market or Underlying Market in connection with your activities through such access. You acknowledge and agree that such responsibility shall be in addition to the contractual rights and obligations between us in respect of your use of our Electronic Trading Services.

40. **Intellectual property**

40.1 You acknowledge that all proprietary rights in our Electronic Trading Services are owned by us and by any applicable third party licensors or third party service providers engaged by us, and are protected under copyright, trademark and other intellectual property laws and other applicable law. All intellectual property rights whether registered or unregistered relating to the Electronic Trading Services remain vested in us, our licensors, and our service providers (as the case may be). You receive no copyright, intellectual property rights or other rights in or to any Electronic Trading Service, except those set out in these Terms.

40.2 We and our licensors will retain the intellectual property rights in all elements of the software and such software and databases contained within the Electronic Trading Services and you will not in any circumstances, obtain title or interest in such elements other than as set out in these Terms.

40.3 Any publicly registered Internet Protocol address(s) (**"IP Addresses"**) assigned to you by Equiti in connection with the Electronic Trading Service shall be used solely in connection with the Electronic Trading Service. In the event that the Electronic Trading Service is discontinued for any reason or these Terms are terminated, you shall have no further right to use the IP Addresses.

40.4 You shall preserve and not violate our proprietary rights (and those of our licensors and service providers) in the Electronic Trading Services and comply with our reasonable requests to protect our contractual, statutory and common law rights (and those of our licensors and service providers) in our Electronic Trading Services. You shall notify us immediately if you are aware of any violation of such rights.

SECTION 7 – CLIENT MONEY

41. **Client money requirements**

41.1 This Clause 41 is subject to Clause 42.

41.2 Unless otherwise provided in these Terms, we will treat money received from you or held by us on your behalf in accordance with CMA Regulations.

41.3 We may deposit money received from you in a client bank account with a central bank, a credit institution or a bank. We may also allow another third party (including a Market or Underlying Market, intermediate broker, settlement agent, depositary or clearing house) to hold client money in order to effect one or more transactions through or with that person or to satisfy your obligation to provide collateral in respect of a transaction. You agree that we have no responsibility or liability for any insolvency, acts or omissions of any bank, credit institution or other third party to whom we pass money received from you. The bank, credit institution or other third party to whom we pass money may hold it in a pooled omnibus account.

41.4 You acknowledge and agree that, in accordance with Applicable Regulations, we may earn interest on, or otherwise profit from, money received from you or held by us on your behalf. Unless otherwise agreed between us in writing, we shall not pass on any such earnings to you nor account to you for any such interest or profit.

41.5 We may deposit your money with a depositary who may have a security interest, lien or right of set-off in relation to that money under certain circumstances to the extent permitted by CMA Regulations.

42. **Ceasing to treat money as client money**

Ceasing to treat money as client money

42.1 Where any Obligations owing to us from you are due and payable, we may cease to treat as client money an amount of money held on your behalf that is equal to the amount of those Obligations in accordance with CMA Regulations. You agree that we may apply that money in, or towards the satisfaction of, all or part of those Obligations due and payable to us. For the purposes of these client money terms, any such Obligations become immediately due and payable, without notice or demand by us, where such Obligation is incurred by you or on your behalf.

Unclaimed client money

42.2 You agree that, if there has been no activity on your Account for 3 years, other than payments or receipts of charges, interest or similar items initiated by us, and we have been unable to contact you after taking reasonable steps in accordance with Applicable Regulations, we may classify the relevant money as dormant or unclaimed and deal with it in accordance with Applicable Regulations. This may include transferring the money to a dormant accounts and unclaimed funds ledger and, where required, transferring the money to the Central Bank. Any such money shall remain subject to any reclaim rights available to you under Applicable Regulations.

43. **Transfer of business**

You agree that we may transfer to another person, as part of a transfer of business to that person, client money balances, provided that the sums transferred will be held for you by the person to whom they are transferred in accordance with CMA Regulations.

SECTION 8 – CHARGES AND FEES

44. **Charges and fees**

The charges and fees for our Services are set out on our Website, as updated from time to time, or through such other methods that we deem appropriate in our sole discretion.

45. **Inactivity fees**

If your account remains inactive for a prolonged period, we may classify it as an inactive account and apply inactivity fees. The criteria for determining inactivity, the amount of any applicable fees, and the timing of such fees may be established and amended by us from time to time. Inactivity fee information will be made available to you via email or through such other methods that we deem appropriate in our sole discretion.

SECTION 9 – PAYMENTS, DEPOSITS AND WITHDRAWALS, INTEREST, CURRENCY AND CALCULATIONS

46. **Payments**

Unless otherwise specified under these Terms or otherwise agreed between you and us, all payments due and payable from you to us are due immediately upon our demand and must be made by you and received by us in full in cleared funds in your Account (or in another bank account designated by us) and in such currency as we may from time to time specify. All payments from you shall be made without any deduction or withholding.

47. **Deposits and withdrawals**

47.1 You can deposit funds into, and withdraw funds from, your Account; there are several payment methods, including third party payment service providers, available for you to use. This is detailed on the Client Portal and our Website.

47.2 If you request a deposit or a withdrawal and you owe us a payment, we reserve the right to withhold, from the request, the amount owed to us and to set-off such amount in accordance with the Terms.

47.3 Deposit and withdrawal requests will be processed as soon as possible, on a best endeavours basis. There are several factors that may delay the processing of a request, including verification checks, the processing time of the third party payment service provider and technical issues. We will not be liable for any such delays.

47.4 Your deposits and withdrawals may be coordinated, facilitated or processed by one or more of our Affiliates.

47.5 Deposits and withdrawals may be subject to a minimum or maximum value per transaction. In the event you make a request for a deposit or a withdrawal that is below the minimum or above the maximum, your request will not be processed.

47.6 Your deposit or withdrawal may be subject to fees or charges applied by:

(a) your bank;

(b) debit or credit card provider or card scheme;

(c) a third party payment service provider;

(d) our bank or alternative payment provider;

(e) a Crypto Asset network (if you are depositing or withdrawing a Crypto Asset from your Account); or

(f) by us as we shall have the right to levy a reasonable administration charge for processing your payments which will generally reflect the cost to us in providing the particular payment method to you. Such charges shall be due and payable at the time of the payment.

We may deduct such fees and charges from your deposit or withdrawal amount or charge them separately to your Account.

47.7 We do not accept deposits from third parties (i.e. your deposits must be made by you, through a payment method that is owned and controlled by you, belongs to you, and is in your name). This clause applies to both deposits of fiat and Crypto Assets.

47.8 Unless otherwise notified to you, we do not support Crypto Asset forks or airdrops. Any Crypto Assets that you deposit to a Supported Address, through your Account, will not benefit from any additional Crypto Assets that may result following a Crypto Asset fork or airdrop.

47.9 Except where Applicable Regulations, these Terms or our Policies require otherwise, we apply a return to source policy whereby a withdrawal request will be processed to the payment method used when you made your deposit, with payment cards being a priority. This means that we will return the funds deposited using payment cards to such payment cards first, and then proceed to return the remaining funds, if any, to your other payment methods.

47.10 If you deposit funds to your Account using multiple payment sources and you subsequently make a withdrawal request, we will process the withdrawal request to the source of the deposit and in the same currency of the deposit, except in the event where Applicable Regulations, these Terms or our Policies require otherwise. With respect to profits earned, you will have the option to choose the method, and the currency, to make the withdrawal. For the avoidance of doubt, Crypto Assets can only be withdrawn to the Crypto Address of origin.

47.11 Crypto Asset payment instructions for any deposit or withdrawal connected to your Account (a **"Crypto Instruction"**) will be invalid unless they originate or are directed to a Supported Address controlled or owned by you. Once initiated by you, a Crypto Instruction is irrevocable. To the fullest extent permitted by law, we will not accept any liability for direct or indirect Losses in any form that you may incur as a result of any invalid or erroneous Crypto Instructions.

47.12 Where a technical or other error impacts a deposit or withdrawal request on your Account, including without limitation, where you receive amounts exceeding the requested deposit or withdrawal, we reserve the right, without notice to you, to take steps to recoup or recover such amounts, including by way of set off.

47.13 You may withdraw your Available Cash at any time. If in the time it takes to process the withdrawal request, the value of your Available Cash has changed such that the amount requested for withdrawal is no longer available, the withdrawal request will be rejected.

47.14 We will have the right (but not the obligation) to transfer money in your Account to you, pursuant to Clause 47.10, at our own initiative, even when you have not made a withdrawal request.

47.15 If you make a request for a deposit or withdrawal and we:

(a) are unable to verify the details of your payment method;

(b) are unable to confirm that the payment method belongs to you;

(c) reasonably suspect the information provided with the request to be false, incomplete, or inaccurate; or

(d) consider it appropriate to do so in accordance with Applicable Regulations or our Policies (including those relating to the prevention of fraud, countering terrorist financing, insolvency, money laundering or tax offence),

your request will be rejected. Where it is a request for a deposit, the funds will be returned to their source. In such event, we will not be liable for any Losses incurred as a result of the rejected deposit. Our rejection does not extinguish nor waive your obligation to make a payment due to us or prevent the accrual of any interest. We reserve the right to exercise all rights and seek all remedies that may be available to us.

47.16 In the event of actual or suspected error, fraud, unjust enrichment, money laundering, terrorist financing, imposition of sanctions, or other suspicious or irregular activity, as determined by us, in our sole discretion, or as notified to us by a third party including without limitation our third party payment service providers, whether directly or indirectly relating to any deposit or withdrawal request, we reserve the right to do one or more of the following:

(a) put the relevant request on hold and investigate the matter;

(b) immediately reject the request;

(c) set-off any amounts we deem are due to us, or to our third party payment service provider;

(d) terminate these Terms immediately; and

(e) take any other action we deem necessary in line with Applicable Regulations, the Terms or our Policies.

47.17 If you make a deposit using a credit or debit card and you subsequently request a chargeback or cancellation, you will be liable for a chargeback or cancellation fee that may be applied by your payment provider. If we reasonably suspect your chargeback or cancellation request to be dishonest, we reserve the right to withhold any withdrawal request until the chargeback or cancellation request is investigated by the relevant third party payment service provider. If the relevant third party payment service provider determines the chargeback or cancellation request to be dishonest, we reserve the right to do one or more of the following:

(a) set-off any amounts we deem are due to us, or to our third party payment service provider;

(b) terminate these Terms immediately; and

(c) take any other action we deem necessary in line with Applicable Regulations, the Terms or our Policies.

48. **Prepaid cards**

We may offer a prepaid card to you. Such prepaid cards have separate terms and conditions, and fees and charges which you will be subject to.

49. **Interest on late payment**

You may be required to pay interest to us on any sums due and payable to us that you fail to pay on the relevant due date. Interest will accrue and be compounded on a daily basis from the due date until the date on which payment is received in full in cleared funds, at a rate specified by us from time to time and will be payable to us on demand.

50. **Currency**

50.1 We shall be entitled to make any currency conversions, without giving notice to you, which we consider reasonably necessary or desirable for the purposes of complying with our obligations or exercising our rights under these Terms or any transaction. Any currency conversion shall be made by us in the manner and at the rates we determine to be appropriate, having due regard to the current market rates for currencies.

50.2 In the provision of our Services to you, activity on your Account may be subject to additional costs and fees related to currency conversions. By utilising our Services, including where you deposit, withdraw or conduct an internal transfer, or trade in a currency other than a base currency of your Account, we (i) may apply additional costs and fees to your Account and (ii) will automatically convert the profit or Loss of the trade into the base currency applicable to your Account at the time of the execution of the trade.

50.3 We reserve the right to vary the costs and fees under this Clause 50.

50.4 The exchange rate for all types of currency conversion will be based on the bid or offer exchange rate. You acknowledge that exchange rates fluctuate and may change between the time that the indicative exchange rate is quoted and the time that the amounts are converted. Where applicable, the confirmation of the conversion will show the exchange rate used. Where it is necessary to make a currency conversion, you will bear all foreign currency exchange risk arising from any contract or from the compliance by us with our obligations or the exercise by us of our rights under these Terms.

51. **Calculations**

Unless specific calculation methods are otherwise specified under these Terms, we shall determine the appropriate calculation method and make all calculations under these Terms acting in good faith.

SECTION 10 – REGULATORY REPORTING

52. **Regulatory reporting**

52.1 You consent to us disclosing information or data in connection with or relating to you, your transactions with us and Positions, or these Terms to the CMA and other regulatory bodies or Markets, to the extent we determine that we are required, permitted or it is desirable to comply with Applicable Regulations or rules of any Market. We may also be required under Applicable Regulations to make public certain information regarding our transactions with you. You acknowledge and agree that we are entitled to report and disclose such information and such information held by us shall be our sole and exclusive property.

52.2 You agree to provide us with all information that we may reasonably request for the purpose of complying with our obligations under Applicable Regulations. You consent for us to provide to any third party such information about you and your relationship with us pursuant to these Terms (including your transactions and Positionsrecord, and money on your Account) as we reasonably consider appropriate or as required under any Applicable Regulation or provision under these Terms.

53. **No reporting on your behalf**

53.1 You acknowledge and agree that unless otherwise agreed in writing between you and us, we shall not make any reports on your behalf which you may be required to make under any Applicable Regulations.

53.2 For the avoidance of doubt, we shall not carry out any reporting on your behalf, unless we have agreed otherwise in writing. You shall remain solely responsible for the reporting of your transactions. Where we agree to report transactions on your behalf, we may charge you an additional fee and impose other conditions.

SECTION 11 – CONFLICTS OF INTEREST

54. **Conflicts of interest**

54.1 There may be situations where a conflict of interest arises between you and:

(a) Equiti, its Affiliates, and its managers, employees, appointed representatives, tied agents or any person directly or indirectly linked to it by control; or

(b) another client of Equiti.

54.2 Without limiting the nature of such interests, examples include where we or an Affiliate could be:

(a) dealing with or using the services of an intermediate broker or other agent who may be an Affiliate;

(b) matching (e.g. by way of a cross) your transaction with that of another client by acting on their behalf as well as yours;

(c) buying from you and selling immediately to another client, or vice versa; or

(d) in a contractual or agency relationship with marketing agents or introducing brokers who may solicit investment business from you for our benefit in consideration for commission rebate or similar remuneration payable to such agents or brokers.

54.3 We will take appropriate steps to identify these conflicts of interests that may arise in the course of providing our investment services to you.

54.4 Our Conflicts of Interest Policy sets out circumstances which may constitute or may give rise to a conflict of interest, the procedures we follow, and the measures we adopt to identify, prevent or mitigate such conflicts. A copy of our Conflicts of Interest Policy is available on our Website. The Conflicts of Interest Policy is part of these Terms. By accepting these Terms, you consent to the Conflicts of Interest Policy.

SECTION 12 – REPRESENTATIONS AND WARRANTIES

55. **Your representations and warranties**

55.1 You represent, warrant and undertake to us that:

(a) you will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, the authority, power, consent, licence and authorisation of a governmental or other authority;

(b) you will promptly provide us with accurate, complete, and non-misleading information on your financial position, domicile or any other information we may request from you, and you will promptly notify us of a change to such information;

(c) you will act in good faith when using the Services offered by us pursuant to these Terms;

(d) you will promptly notify us of the occurrence of an Event of Default or a Potential Event of Default in respect to yourself in connection with these Terms;

(e) you will, if so required, make appropriate disclosures to a relevant authority. You acknowledge and agree that we are entitled, and in some cases required, to report information relating to you or your Account to a relevant regulatory authority subject to Applicable Regulations;

(f) you will take all reasonable steps to co-operate with us in our compliance with any obligations under Applicable Regulations, these Terms, and each Position;

(g) you will comply with the Applicable Regulations to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements; and

(h) you will provide us with such information or documents as we may reasonably require to evidence the matters referred to in this Clause 55 or to comply with Applicable Regulations.

55.2 You further represent, warrant, and undertake to us on the date these Terms come into force, on the date of each Order when placed, and on the date when each Position is opened, acquired, closed out, or disposed of, that:

(a) you have full legal capacity to enter into these Terms, and are not subject to a law or regulation which prevents your adherence to or performance of an obligation under these Terms;

(b) if you are an Entity, you are duly incorporated and validly existing under the laws of the jurisdiction of your incorporation;

(c) if you are an Entity, you have the power to own assets and carry on business, as it is being conducted;

(d) you have all necessary authority, powers, consents, licences and authorisations, and have taken all necessary action, to enable you to lawfully enter into, deliver and perform your obligations under these Terms, and to grant security interests and powers referred to in these Terms;

(e) you are duly authorised to enter into these Terms and effect each Position (and each person entering into these Terms and each transaction on your behalf has been duly authorised to do so);

(f) you enter into these Terms for valid commercial purposes;

(g) these Terms and the obligations under each Position are binding upon you and enforceable against you, and are not contrary to:

  (i) a law, regulation, order, judgment of a court or other agency of government applicable to you or any of your assets;

  (ii) a contractual restriction binding on or affecting you or any of your assets; or

  (iii) a charge or agreement by which you are bound or by which any of your assets are affected;

(h) you are solely responsible for making your own independent appraisal and investigations into the risks of such action and Position, or you have sought independent professional advice, and have sufficient knowledge and experience to do so.

(i) you are able to assume the risks of any Position that you open, acquire, close or dispose of;

(j) you are willing and financially able to sustain a partial or total Loss of funds, and trading of such Product is a suitable investment vehicle for you;

(k) you act as principal and sole beneficial owner in entering into these Terms and each Position (where applicable to the type of Position being contemplated) and we are not acting as a fiduciary for, or an adviser, to you in respect of that Position;

(l) you are the sole beneficial owner of the Equity you transfer under these Terms or you have obtained all required authorisations and permissions to do so;

(m) any information you provide or have provided to us is accurate, complete, and not misleading;

(n) no Event of Default or Potential Event of Default has occurred and is continuing with respect to you;

(o) you are in compliance with the Applicable Regulations to which you are subject, including all tax laws and regulations, exchange control requirements and registration requirements;

(p) you will not send Orders or otherwise take any action that you have reason to believe is in breach of Applicable Regulations (including insider dealing, unlawful disclosure of inside information or market manipulation);

(q) you will observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our position;

(r) other than in exceptional circumstances (the existence of which is solely determined by us), you will not send funds to your Account with us from, or request that funds be sent from your Account to, a bank account other than that identified in your account application form or as otherwise agreed by us;

(s) you will not use our bid and offer prices for any purpose other than for your own trading purposes, and you agree not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes;

(t) you will not use any electronic device, software, algorithm, trading strategy or arbitrage practices that manipulates or takes unfair advantage of the way in which we construct, provide or convey our bid or offer prices or any of our Services; and

(u) you will not use any automated software algorithm or trading strategy other than in accordance with the terms of these Terms.

SECTION 13 – EVENTS OF DEFAULT, TERMINATION & DEATH

56. **Events of Default**

56.1 Each of the following circumstances will constitute an event of default:

(a) the voluntary or involuntary commencement of proceedings for your bankruptcy, for your winding-up or for the appointment of an administrator or receiver in respect of you or any of your assets, or if you make an arrangement or composition with your creditors, or any other similar or analogous procedure is commenced in respect of you, or taking any corporate action to authorise any of the foregoing;

(b) if you are a natural person, your incapacity;

(c) you are or become unable to pay your debts (whether owed to us, our Affiliate, or any other third party) as and when they fall due;

(d) you fail to observe or perform your obligation (in whole or in part) under these Terms, or you are in material breach of any provision under these Terms;

(e) you fail to make any payment (including payment of Margin) when due under these Terms;

(f) you disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, these Terms, or purport to do any of the foregoing;

(g) where a Position or the realised or unrealised Losses of a Position opened by you results in you exceeding a credit or other limit placed on your dealings with us, or where you are trading a leveraged Product, results in: (i) the Equity in your Account falling below the Margin requirement, or (ii) results in there being insufficient Margin to cover any actual or anticipated Losses or liabilities in connection with your Account;

(h) you are unable or unwilling to complete, to our satisfaction or as required under the Applicable Regulations, know-your-customer or customer due diligence checks, or provide us with proof of source of wealth and source of funds, which may be requested from time to time;

(i) your consolidation, amalgamation or merger with or into another Entity (including your Affiliate), or any transfer or purported transfer of all or substantially all of your assets to such Entity;

(j) any representation, warranty, or covenant made or given by you or deemed to be made or given by you under these Terms has been false or misleading in any material respect at the time it was made or given or deemed to be made or given, or becomes false or misleading in any material respect at any time;

(k) where we, in our sole discretion, suspect that you are engaging in Improper Trading in accordance with Clause 58;

(l) we suspect that:

  (i) your Account is operated, controlled, or influenced by a third party; or

  (ii) multiple Accounts are linked through common ownership, control, funding sources, devices, access methods, trading behaviour, or other relevant factors,

in each case, in breach of the Agreement or without prior disclosure to us;

(m) it is necessary or desirable to prevent what we reasonably consider is or might be a violation of any Applicable Regulation, expected standard of behaviour or good standard of market practice;

(n) we determine that, due to an event or circumstance (other than an act or breach of a party) it would become unlawful to comply with these Terms under Applicable Regulations;

(o) an action that is taken by a tax authority, or brought by a court of competent jurisdiction against a party, or a change in application of tax, or a change in tax law or a substantial likelihood of a change in tax law, that will (or may) result in additional payments or deductions or withholding in tax on payments under these Terms (or any part thereof);

(p) you become subject to any actual or anticipated investigation, sanction, fine or censure by any authority which we determine, in our discretion, has, or will have, a detrimental effect on us (including our business, reputation or standing), on you, or on your ability to perform any of your obligations under the Terms;

(q) any action is taken or event occurs which we reasonably consider might have a material adverse effect upon your or our ability to perform your or our respective obligations under these Terms;

(r) we reasonably believe that a circumstance exists (or that a circumstance would exist in the future) in which:

(i) the Underlying Market relating to a Position; or

(ii) the access to underlying pools of liquidity,

in either case is, or will be, suspended, closed, materially impaired or cannot be relied upon;

(s) we determine that the Underlying Market relating to a Position or the underlying liquidity pool, announces that it has ceased or will cease to list, trade or publicly quote the Product, for any reason and is not immediately re-listed, re-traded or re-quoted on the Underlying Market, as applicable;

(t) we determine that we are unable, after using commercially reasonable efforts, to establish, re-establish, substitute, maintain or dispense of a transaction to our pass-through venue, in order to facilitate the execution of your instructions;

(u) any other events specified in the Schedule that applies to your Position which are designated as Events of Default; and

(v) any event of default (however described) occurs under any other agreement to which you and us are party, or any agreement to which you and our Affiliate are party,

(each an **"Event of Default"**, together **"Events of Default"**).

56.2 You agree to give us notice of any Event of Default immediately upon becoming aware of its occurrence.

57. **Rights under an Event of Default**

57.1 If an Event of Default occurs in respect of you or your Account, we may at our absolute discretion at any time and without prior notice to you take any one or more of the following actions:

(a) close, part-close, reduce, void, reverse, unwind or re-price all or any of your Positions, Orders or transactions at the then prevailing quotations or prices in the relevant Markets or, if none, at such levels as we consider fair and reasonable;

(b) refuse, reject, delay, limit or cancel any Order or transaction, including with the aim of reducing your exposure and the level of Margin or other funds owed by you to us;

(c) suspend, restrict or place conditions on the operation of your Account, or disable or restrict automated trading access, API connectivity or other trading functionality;

(d) convert any Balance on your Account into another currency;

(e) exercise rights of set-off under these Terms, and retain, sell or otherwise realise any funds, investments (including any interest or other payment payable thereon) or other assets due to you or held on your behalf, without notice to you and at such price and in such manner as we decide, in order to cover any amount due by you;

(f) close all or any of your Accounts held with us of whatever nature, and remit any monies owing to you subject to any rights of set-off;

(g) recalculate your Account balances, Equity, Margin and realised or unrealised profits and losses, and adjust any related account records;

(h) delay or withhold withdrawals, payments, credits or transfers pending completion of any review or investigation and any resulting account adjustments;

(i) remove, withhold, recover, set off or reverse any profit, benefit, credit, payment or gain arising directly or indirectly from any Improper Trading;

(j) request information, records, explanations or supporting documentation from you, and conduct such reviews, investigations, enquiries or escalations as we reasonably consider necessary;

(k) report any Order, transaction, Instruction, activity or conduct suspected of constituting Improper Trading, market abuse, financial crime or other unlawful activity to any regulator, authority, law enforcement agency, trade repository, market operator or other competent authority, and you agree to provide any information and make any disclosures required under Applicable Regulations;

(l) take or refrain from taking such other action, at such time or times and in such manner as we consider necessary or appropriate, to (i) comply with Applicable Regulations, including withholding your initial deposits and any profits made, (ii) cover, reduce or eliminate our Loss or liability under or in respect of any of your Positions, transactions and commitments, or (iii) protect market integrity, the Platform, our clients, our business or our regulatory obligations; and

(m) suspend, restrict or terminate your access to the Platform or any part of our services, or terminate these Terms, immediately.

57.2 If an Event of Default occurs, we may at our absolute discretion elect not to take any of the actions specified in Clause 57.1 and may allow you to continue to trade with us, with or without additional restrictions or limitations, and may allow some or all of your open Positions to remain open. You acknowledge and agree that in such circumstances you may incur further Losses. No failure or delay by us in exercising any right, power, or remedy under this Agreement (including under Clause 57.1) shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise of that or any other right or remedy. All our rights and remedies are cumulative and are not exclusive of any rights or remedies provided by law.

57.3 We shall not be obliged to make any payment or delivery scheduled to be made by us under a Position, nor shall we be obliged to honour any withdrawal request for all or part of your Equity in your Account, for as long as an Event of Default or a Potential Event of Default with respect to you has occurred and is continuing.

57.4 The fact that a transaction, Order, Position, Account, strategy, or activity has not previously been identified, challenged, restricted, adjusted, or investigated shall not prevent us from taking action under this Clause at a later time where relevant information subsequently becomes available.

58. **Improper Trading**

58.1 For the purpose of these Terms, the term Improper Trading shall include, without limitation, any conduct which has the purpose or effect of obtaining an unfair advantage, circumventing our controls, exploiting market or platform inefficiencies, or otherwise appears inconsistent with fair and orderly trading, including conduct that appears to:

(a) exploit or attempt to exploit any system, platform, connectivity, execution, pricing, infrastructure, or liquidity vulnerability, delay, error, deficiency, or weakness;

(b) exploit latency, delayed pricing, stale prices, misquotations, manifest errors, pricing gaps, system defects, or discrepancies between prices displayed on the Platform and prices available in the underlying market, from Liquidity Providers, or from other relevant pricing sources, including practices commonly known as latency trading, quote sniping, or gap trading (being the exploitation of delays in price updates or pricing gaps arising from market closures, openings, or disruptions);

(c) engage in arbitrage (including by seeking to profit from pricing discrepancies between markets, platforms, accounts, or pricing sources), quote manipulation, price manipulation, or any strategy designed to obtain an unfair advantage in how prices are generated, transmitted, displayed, executed, confirmed, corrected, or adjusted;

(d) place, modify, or cancel Orders in a manner that is inconsistent with genuine market risk-taking and is intended to probe, stress, disrupt, overload, circumvent, or exploit our pricing engine, execution logic, risk management systems, monitoring controls, or platform infrastructure;

(e) use automated trading tools, algorithms, scripts, artificial intelligence, bots, API connections, high-frequency trading techniques, mass order entry, or any automated or semi-automated system without our prior written approval or otherwise than in accordance with conditions approved by us;

(f) create or attempt to create a false or misleading impression as to market demand, supply, liquidity, price movement, trading interest, execution activity, or account activity;

(g) engage in spoofing, layering, wash trading, matched trading, collusive trading, coordinated trading between linked or multiple accounts, account splitting, or any arrangement designed to artificially manage risk, exposure, trading outcomes, or platform controls, including conduct intended to create a false or misleading appearance of genuine trading activity;

(h) use multiple accounts, third-party access, shared credentials, proxy access, VPNs, devices, payment methods, related parties, or other arrangements to circumvent our controls, limits, monitoring mechanisms, margin requirements, onboarding processes, client classification rules, or regulatory obligations;

(i) exploit or attempt to exploit promotional features, incentives, bonuses, swap-free conditions, commissions, pricing structures, or account terms in a manner inconsistent with their intended purpose or economic design, including swap abuse, bonus abuse, hedging, mirroring, or offsetting positions designed to generate risk-free or artificial benefits;

(j) execute trades at prices that materially deviate from the prevailing underlying market price due to latency, pricing anomalies, system errors, platform issues, liquidity disruption, or market disruption, and subsequently close such trades following price correction in order to extract risk-free, near risk-free, or asymmetric profit;

(k) involve insider dealing, front running, unlawful disclosure or misuse of inside information, misuse of confidential information, market manipulation, or any other form of market abuse, including trading while in possession of material non-public information or other confidential information capable of influencing market prices;

(l) attempt to benefit from or exploit any error, omission, delay, or discrepancy relating to deposits, withdrawals, credits, bonuses, swaps, commissions, pricing, execution, adjustments, account entries, margin, equity, balance, or any other account record;

(m) give rise to a reasonable suspicion that any profit, avoided loss, credit, benefit, Order, trade, Position, transaction, or account activity does not represent a legitimate trading outcome conducted in good faith; or

(n) involve or relate to any other activity, conduct, or behaviour which we reasonably determine, acting in good faith, to be abusive, manipulative, unfair, unlawful, or designed to circumvent the intent of these Terms, the Platform controls, our risk management framework, or Applicable Regulations,

(together, "**Improper Trading**").

58.2 The list contained in clause 58.1 is non-exhaustive. We may classify activity as Improper Trading where we consider that such activity undermines market integrity, fair execution, the proper operation of the Platform, our risk management controls, or our regulatory obligations.

58.3 We may identify suspected Improper Trading through any means including through our monitoring and surveillance systems, trade reviews, Platform controls, internal reviews or escalations, client activity analysis, or complaints, as well as through notifications, reports, alerts, queries, trade rejections, pricing challenges, settlement issues, or other information received from Liquidity Providers or Third-Party Execution Broker and other execution venues, counterparties, technology providers, payment providers, regulators, or other relevant third parties.

58.4 We shall not be liable for any loss, cost, claim, or expense arising from actions taken under this Clause, except to the extent caused by our fraud, wilful default, or gross negligence.

59. **No waiver**

We shall not lose any of our rights or remedies under or referenced in Clause 57 by reason of any failure or delay on our part in exercising them, and no such failure or delay will constitute a waiver of any such right or remedy. Any action taken or not taken by us in connection with or pursuant to any transaction at any time after the occurrence of any Event of Default (whether or not we have knowledge of such event) will be entirely without prejudice to our right to take or not take any similar action or to refuse to take any further action at any time thereafter, and does not in any circumstances constitute a waiver of that right or any other rights or remedies of ours should any such Event of Default have occurred.

60. **Termination of these Terms**

60.1 Unless the Applicable Regulations require otherwise, and without prejudice to our other rights of termination under these Terms, you or we may terminate these Terms (and the relationship between us) without cause by giving five Business Days' prior written notice. During this period, we may disable your ability to place an Order or open or acquire a Position on your Account.

60.2 You agree and undertake to close all open Positions on your Account on or before the effective termination of these Terms. In respect of any Securities held in your Account, such Securities will be dealt with in accordance with Schedule B. You agree that we will not be liable to you for any Losses that you may incur as a result of any actions you may have to take as a result of such termination.

60.3 Upon the termination of these Terms:

(a) if you have not acted in accordance with Clause 60.2 any remaining open Positions on your Account will be closed, without further notice to you, and we will not be liable for a Loss that may be incurred as a result of such action;

(b) any Securities that we are holding on your behalf will be dealt with in accordance with Schedule B, Clause 14; and

(c) notwithstanding a right of set off that we may have under these Terms, all amounts payable by you to us will become immediately due and payable including:

(i) outstanding fees, charges, interest, and commissions;

(ii) dealing expenses incurred in terminating these Terms;

(iii) any Losses and expenses resulting from closing out a Position, or settling any outstanding obligation incurred by us on your behalf or otherwise owed by you to us under these Terms; and

(iv) other amounts which are due and payable by you but which are unpaid.

60.4 Upon termination of these Terms, we will stop providing you with access to our Services and our Platforms.

60.5 Termination of these Terms shall not affect any of your or our rights and obligations under these Terms which are then outstanding, and the Positions shall continue to be governed by these Terms until all obligations have been fully performed.

61. **Death**

In the event that we are notified of your death, confirmed by way of an official certificate, duly issued from your country of residence, we will manually close or dispose of (as applicable) all open or acquired Positions on your Account. We will subsequently transfer the Equity, following the deduction of associated costs, in accordance with the payment terms and conditions, which can be found on our Website. If we are unable, for whatever reason, as determined at our sole discretion, to return the net Balance to your Account, we shall retain all amounts until such time as we receive a formal decision issued by the relevant authority in the relevant jurisdiction specifying where such amounts should be transferred, and we will act in accordance with such instructions.

SECTION 14 – LIMITATION ON LIABILITY AND INDEMNITIES

62. **General exclusion of liability**

62.1 Neither we nor our Affiliates, nor our or our Affiliates' directors, officers, employees, agents, representatives shall be liable for any Losses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under these Terms (including any Position) unless such Losses arise directly and solely from our or their respective gross negligence or fraud.

62.2 In no circumstance shall we have liability for Losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

62.3 Without limitation to Clauses 62.1 and 62.2, we do not accept any liability for:

(a) any adverse tax, accounting or other implications of any Positions whatsoever;

(b) any delay or change in market conditions before any particular Position is effected;

(c) where information in relation to our Services is provided by third parties, any inaccuracy, errors or omissions in the information they provide us;

(d) any partial or non-performance of our obligations by reason of any cause beyond our reasonable control, including any breakdown, delay, malfunction or failure of transmission, communication, computer facilities or our Website, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supranational bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, Market, Underlying Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

62.4 The exclusions of, and limitations to, our liability set out in this Clause 62 are in addition to any other exclusions and limitations of our liability set out under these Terms, including Clause 63.

62.5 Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence.

62.6 Nothing in these Terms will exclude or restrict any duty or liability we may have to you under the regulatory system (as defined in the Applicable Regulations), which may not be excluded or restricted.

63. **Exclusion of liability in respect of Electronic Trading Service**

63.1 This Clause 63 will apply to our Electronic Trading Services in addition to, and not in limitation or exclusion of, any other provisions in these Terms relating to the limitation of our liability, save that, to the extent there is any inconsistency as regards the liability threshold, this Clause 63 shall prevail in respect of any claim arising from or in connection with the Electronic Trading Services.

63.2 We will not be held liable for any claim, damages or other liability (including loss of funds, direct or indirect Losses, data or service interruptions, delays, inaccuracies, errors and omission in data provided) whether in contract, tort or otherwise, arising from or in connection with:

(a) the use, operation, performance, error or malfunction of any Electronic Trading Service (including any Third Party Electronic Trading Service); or

(b) any computer viruses, worms, software bombs or similar items introduced into your computer hardware or software (including your Access Method) via any Electronic Trading Services (including any Third Party Electronic Trading Service),

other than as a result of our fraud.

63.3 We will not be liable to you for any Losses which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers.

63.4 You acknowledge and agree that Electronic Trading Services may not be provided on a continuous basis and neither we nor any third party provider accept any liability in this respect.

63.5 We shall not be liable for any Losses whatsoever arising from any unauthorised use of the Electronic Trading Service.

63.6 We shall not be liable for any act taken by or on the instruction of a Market, Underlying Market, clearing house or regulatory body.

63.7 You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network.

64. **Indemnity**

You shall pay to us, on a full indemnity basis, any Losses, liabilities, damages, costs, claims, expenses (including legal fees and administrative costs for any legal proceedings, investigatory actions or debt collection), fines, penalties, taxes, imposts, any other fees and levies which we may incur or be subjected to with respect to:

(a) any of your Accounts or any Position or any matching transaction on a Market, Underlying Market, or with an intermediate broker;

(b) any false or misleading information or declaration, or misrepresentation made by you to us or to any third party including any Market or exchange;

(c) any breach by you of these Terms; and

(d) any enforcement of our rights under these Terms or otherwise.

The indemnities provided by you in this Clause 64 are in addition to, and not in limitation or exclusion of, any other indemnities provided by you under these Terms.

SECTION 15 – DATA PROTECTION

65. **Data Protection**

65.1 Applicable Regulations may impose requirements on persons who process "personal data". We agree to comply with Applicable Regulations. If the Applicable Regulations also apply to you, you also agree to comply with them.

65.2 We shall process personal data given to us only for the purposes of implementing these Terms or for any purposes in connection with any Services offered to you by us.

65.3 You acknowledge that we may, and expressly authorise us to, obtain, process, disclose and transfer, without prior notice, personal data about you (and, where applicable, individuals in respect of whom you provide us with personal data) to third parties or to Affiliates of Equiti. You understand that the data protection legislation in other jurisdictions may not give you as much protection as the data protection legislation under the Applicable Regulations.

65.4 For further information on how we process your personal data and your rights, please see our privacy policy (as amended from time to time) which can be accessed on our Website.

SECTION 16 – MISCELLANEOUS

66. **Language**

These Terms are supplied to you in Arabic and English and we will continue to communicate with you in your preferred language for the duration of these Terms. You may receive documents and other information about us in other languages. If a document is translated into another language, this will be for information purposes only and the English version will prevail in the event of a conflict or inconsistency.

67. **Notices**

67.1 A notice given under these Terms must be in writing and may be made by electronic means (including email and via the Platform) or sent by registered post or registered airmail in the case of an address for service outside the United Arab Emirates.

67.2 A notice will be considered to have been served:

(a) if sent by registered post or registered mail, five days after the date of posting (i.e. not including the day of posting itself); or

(b) if sent by email, one hour after sending during business hours at its destination or, if not within business hours, at the opening of the next period of business hours, but subject to no "not sent" or "not received" message being received from the relevant email providers.

67.3 Any notice, instruction or other communication which we send you via email will be sent to the email address you have registered with us. You must notify us in writing immediately of any changes to your email address.

67.4 Each notice, instruction or other communication to you (except confirmations, statements of Account, Margin Calls, or notice of amendment to, or termination of, these Terms) is conclusive unless you provide us with a written objection within five Business Days of the date on which such document was dispatched.

68. **Our rights and remedies**

The rights and remedies provided under these Terms are cumulative and not exclusive of those provided by Applicable Regulations. We are under no obligation to exercise a right or remedy. A failure or delay by us in exercising our rights under these Terms (including a Position) or otherwise is not a waiver of such right or remedy. No single or partial exercise of a right or remedy will prevent further exercise of that right or remedy or the exercise of another right or remedy.

69. **Force Majeure**

69.1 Where we reasonably consider that an exceptional event specified in Clause 69.2 has occurred or is occurring, we may take one or more of the following steps without giving you notice and without being liable to you for any Losses that you may suffer as a result:

(a) change your Margin requirements which might mean that you may have to provide more Margin;

(b) limit the availability of instructions that you can give in respect of an Order or Position;

(c) close your open Positions at a price that we reasonably think is appropriate;

(d) change the trading hours for a Product; and

(e) cancel or void all Orders or open Positions which are affected by the exceptional event.

69.2 An exceptional event is:

(a) any fire, strike, riot, civil unrest, terrorist act, war or industrial action;

(b) any natural disaster such as floods, tornadoes, earthquakes and hurricanes;

(c) any epidemic, pandemic or public health emergency of national or international concern;

(d) any act or regulation made by a government, supranational body or authority that we believe stops us from maintaining an orderly market in relation to the Products traded on the Platform;

(e) the suspension or closure of any exchange;

(f) the nationalisation of any exchange by a government;

(g) the imposition of limits or unusual terms by a government on any instrument and/or its derivative traded on the Platform;

(h) the abandonment or failure of any instrument that we use to make our quotes;

(i) excessive changes to the price, supply or demand of any product (or where we reasonably anticipate change);

(j) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;

(k) the failure of any intermediate broker, agent, custodian, dealer, exchange, clearing house or regulatory organisation to perform its obligations to us;

(l) Liquidity Providers not providing, or being unable to provide liquidity, to us;

(m) an event which significantly disrupts the market, which could include the premature close of trading in the market of a product, excessive movements in the price, supply or demand of a product; or

(n) any other events described in Clause 62.3(d).

70. **Amendments**

70.1 Subject to Applicable Regulations, we may amend these Terms, including any Policies, Product schedules, Margin requirements, leverage limits, pricing disclosures, risk warnings and operational procedures, from time to time by publishing the amended and restated Terms on our Website. Where we make material amendments, we will give you 5 Business Days' written notice, unless a different notice period or process is required or permitted under Applicable Regulations. Unless otherwise specified in the notice, such amendments will become effective on the day immediately following the expiry of that notice period.

70.2 Where your consent is required under Applicable Regulations, any amendments will take effect only upon your acceptance, which may be given by electronic acknowledgement, continued use of the Services (where permitted), or any other method permitted under Applicable Regulations. Where your acceptance is not required, the amendments will take effect on the effective date specified in the relevant notice. Where amendments are necessary for regulatory, legal, market, or risk management reasons, we may implement them in accordance with Applicable Regulations and notify you within any applicable prescribed timeframe.

70.3 If you object to or do not accept an amendment, you may request closure of your Account, subject to closing all open Positions, settling all outstanding obligations and completing any required compliance checks.

71. **Surviving terms**

Outstanding rights and obligations (including the exclusions and limitations of our liability in these Terms) and Positions shall survive the termination of these Terms and shall continue to be governed by these Terms and the particular clauses agreed between us in relation to such Positions until all obligations have been fully performed.

72. **Policies**

72.1 All Policies, in force from time to time, form part of the Agreement. By accepting, or having been deemed to accept, these Terms you confirm that you have read and understood the Policies and accept the Policies.

72.2 We may amend the Policies from time to time at our discretion. An amendment to a Policy will be reflected on the available version of such Policy on our Website. You are deemed to have accepted the amended and restated Policy after 5 Business Days' of its posting on our Website.

73. **Joint and several liability**

If you are a partnership, or otherwise comprise more than one person, your liability under these Terms will be joint and several along with such other person. In the event of the death, bankruptcy, winding-up or dissolution of one or more of such persons (but without prejudice to the foregoing or our rights in respect of such person and their successors) the obligations and rights of all other connected persons under these Terms shall continue in full force and effect.

74. **Assignment**

74.1 These Terms will be for the benefit of and binding upon you and us, and our respective successors and assignees. You must not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under these Terms or an interest in these Terms, without our prior written consent. Any purported charge or transfer in breach of this Clause 74 will be void. You must not allow a trust to be declared over any of your rights under these Terms without our prior written consent.

74.2 Subject to Applicable Regulations we may delegate the performance of our obligations to an appropriate third party. Such delegation will not affect our obligations under these Terms. We will be entitled to assign all or part of our benefits or rights under these Terms without your consent.

75. **Confidentiality**

We will treat all information we hold about you, your Account and your Positions as confidential, even when you are no longer a client. You permit and authorise us to disclose this information to:

(a) our Affiliates;

(b) anyone who provides services to us or acts as our agent (including credit reference agencies or other organisations that help us make credit decisions or in the course of carrying out identity, fraud prevention or credit control checks);

(c) anyone where we are required to do so by Applicable Regulations;

(d) anyone to whom we transfer or propose to transfer any of our rights or duties under these Terms;

(e) regulators and governmental agencies, in any jurisdiction, where we are requested or required to do so;

(f) anyone where there is a public duty to disclose or our interests require disclosure; and

(g) any other person at your request or with your consent.

76. **Right to set-off**

76.1 If any Losses incurred by us, monies owed to us or debit balances in relation to your Account (including, without limitation, a negative Balance on your Account) exceeds all amounts held by us in relation to that Account, you must pay such excess to us whether demanded or not.

76.2 To the extent permitted under the Applicable Regulations and without prejudice to any other rights to which we may be entitled, we have the right to deduct (or set-off) any money or Obligation arising from these Terms or otherwise that you owe us or our Affiliates:

(a) from the money in your Account, and any other sums, instruments or assets held by us under these Terms or otherwise, for or to your credit; and

(b) by closing any or all of your open Positions, whether at a loss or at a profit and subsequently liquidate your Account for the liability payable by you.

76.3 If you have more than one Account, we shall have the right to set-off any money or liability that you owe us under one Account, from the money available in your other Accounts, or from the proceeds of the sale of Products that we hold for you in your other Accounts.

76.4 Where we reasonably suspect, at our sole and absolute discretion, that you have colluded with other clients to conduct improper or unfair trading practices, we may set-off any money or liability that is owed under one Account, from the money available in, or from the proceeds of sale of Products that we hold in, either your Account or such other client Accounts.

77. **Severance**

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

78. **Recording and monitoring of communications**

We may monitor and record communications we have with you under these Terms, using monitoring devices or other technical and physical means. The monitoring and recording of communications may take place whenever we deem necessary for the purposes permitted by Applicable Regulations and to ensure regulatory compliance. Telephone conversations and other electronic communications may be recorded without use of a warning tone or notification to ensure that the material terms of a Position, and other material information relating to the Position, are promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the Orders or instructions given. We may use such recordings and other records as evidence in court or other proceedings.

79. **Our records**

Our records will be evidence of your dealings with us in connection with our Services. You will not object to the admission of our records as evidence in any proceeding because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with any of your record keeping obligations, notwithstanding the fact that records may be made available to you on request in our sole and absolute discretion.

80. **Your records**

You agree to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of Orders submitted and the time at which such Orders are submitted.

81. **Co-operation for proceedings**

You agree to co-operate with us to the full extent possible in the defence or prosecution of any legal or regulatory proceedings.

82. **Entire agreement**

The Agreement comprises the entire agreement between the Parties relating to the subject matter hereof and each Party acknowledges that it has not entered into the Agreement relying on any representation, statement or agreement, whether oral or in writing, other than those expressly incorporated in the Agreement.

83. **Governing law**

A Position which is subject to the rules of an Underlying Market shall be governed by the law applicable to it under those rules. Subject thereto, these Terms and all non-contractual obligations and other matters arising from them or in connection with them shall be governed by and construed in accordance with the laws of the United Arab Emirates.

84. **Jurisdiction**

Subject to Applicable Regulations, each of the Parties irrevocably:

(a) agrees for our benefit that the courts of the Emirate of Dubai will have jurisdiction to settle any suit, action or other proceedings relating to these Terms (**"Proceedings"**) and irrevocably submits to the jurisdiction of such courts (provided that this will not prevent us from bringing an action in the courts of any other jurisdiction); and

(b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

85. **Interpretation**

85.1 In these Terms, the following words and expressions will, unless the context otherwise requires, have the following meanings:

"Access Method" means all hardware and software, technology, equipment, network facilities and other resources and facilities needed to enable you to access and use an Electronic Trading Service;

"Account" means a trading account opened with us for the purpose of opening or closing out a Position, or buying or selling shares and units in ETFs;

"Affiliate" of a person (**"A"**) means another person controlled by A directly or indirectly, a person that controls A directly or indirectly, or a person directly or indirectly under common control with A. For the purpose of this definition: (a) **"control"** of a person means ownership of more than 50% of the person, or the ability to control the decisions made by the person; and (b) **"person"** means a natural or legal person;

"Agreement" has the meaning given to it in Clause 2.2;

"Applicable Regulations" mean:

(a) CMA Regulations, and any other rules of a relevant regulatory authority;

(b) the rules, regulations, procedures and customs of a relevant Market or an Underlying Market; and

(c) all other applicable laws, rules, procedures, guidance and regulations (including, without limitation, accounting rules and anti-money laundering or sanctions legislation) as in force from time to time;

"Authorised Individuals" means the individuals that:

(a) have been authorised to have access to or control of the Account;

(b) have been authorised to act on behalf of the Entity; or

(c) we reasonably believe have been authorised under (a) or (b);

"Auto-stop-out" has the meaning given to it in Schedule A;

“**Available Cash**” means, at any given time, the sum of: (i) the Free Margin (as defined in Schedule A); and (ii) the funds available for Securities trading in accordance with Schedule B, being the amount available for trading or withdrawal after settlement of any purchase or sale of Securities;

"Balance" has the meaning given to it in Schedule A;

"Business Days" means any day other than a Saturday, Sunday or a public holiday in the United Arab Emirates;

"CFD" means a contract for difference under which the profit or loss is determined by the difference between the opening price and the closing price of an instrument on the Underlying Market. The CFDs that we may offer will be indicated on our Website from time to time;

"Client Portal" means the client portal at https://uae.portal.equiticlients.com/#/auth/login or via another website provided by Equiti;

"CMA" means the UAE Capital Market Authority, formerly known as the Securities and Commodities Authority “SCA”, including its successors, replacements and any authority assuming its regulatory functions from time to time;

"CMA Regulations" means the rules and/or regulations of CMA as, from time to time varied, amended or substituted by CMA;

"Corporate Events" mean any corporate action (whether it has occurred or will occur) which will bring about a change to the Product that you hold, or that we hold on your behalf, including, in relation to any Product that is a Security and any derivative thereof (including CFDs), the declaration by the issuer of the Product or the Security underlying that Product (as applicable) of any of the following:

(a) a subdivision, consolidation, redenomination or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalisation or similar issue;

(b) a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by us;

(c) the voiding of a Product that trades, or has traded, on a when issued basis, in which case any Positions that relate to that Product will also be void; or

(d) any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares, whether temporary or otherwise;

"Crypto Address" means an identifier of alphanumeric characters that represents a source or destination for a transfer of a Crypto Asset;

"Crypto Asset" means an asset which can only and exclusively be transmitted by means of blockchain technology, including but not limited to digital coins and digital tokens and any other type of digital mediums of exchange, such as (but not limited to) Bitcoin (BTC), Ethereum (ETH), or Tether (USDT);

"Electronic Trading Services" means an electronic service (together with a related software or application) accessible by whatever means we offer, including without limitation the Platforms, trading, electronic access, order routing, API or information services, and market data that we grant you access to or make available to you either directly, through an API, or through a third party service provider and used by you to view information or effect Positions (and **"Electronic Trading Service"** shall mean any of those services). For the avoidance of doubt, Electronic Trading Services shall include Third Party Electronic Trading Services;

"Entity" means a firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality) of two or more of the foregoing;

"Equity" has the meaning given to it in Schedule A;

"ETF" means exchange-traded funds;

"Event of Default" has the meaning given to it in Clause 56.1;

"Free Margin" has the meaning given to it in Schedule A;

“Improper Trading” has the meaning given to it in Clause 58;

"Introducing Party" has the meaning given to it in Clause 19;

"IP Addresses" have the meaning given to it in Clause 40.3;

"Liquidity Provider" means a financial institution that provides or gives access to executable bid and offer prices in respect of our CFDs traded under Schedule A from time to time;

"Losses" means all direct and indirect liabilities, damages, costs, claims, expenses, fines, penalties and any other losses;

"Manifest Error" has the meaning given to it in Clause 24.1;

"Margin" has the meaning given to it in Schedule A;

"Margin Call" has the meaning given to it in Schedule A;

"Margin Level" has the meaning given to it in Schedule A;

"Market" means a regulated market accepted by us, such as an exchange, clearing house, central clearing counterparty, multilateral trading facility or an organised trading facility;

"Obligations" means obligations present or future, actual or contingent or prospective, owing or which may become owing by you to us under any transaction, or obligations designated by us for these purposes in writing;

"**Order Execution Policy"** means the Order Execution & Allocation Policy available on our Website, as this document is amended from time to time;

"Order" means an instruction to open or close a Position in a Product, or to buy, acquire, sell or dispose of a Product or otherwise enter into a transaction;

"Party" means you or Equiti, and **"Parties"** means you and Equiti as parties to the Agreement;

"Platform" means one or more of the electronic trading platforms that we may use for the provision of our Services or to which we give you access from time to time, for example MT4, MT5, TT, CQG, and the Equiti Trading mobile application;

"Policies" means the policies and other terms and conditions that we adopt from time to time, as amended, which are available on our Website, including the Risk Warning Notice, Order Execution Policy, Privacy Policy, and Conflicts of Interest Policy;

"Position" means: (a) an exposure to a CFD you have traded in accordance with Schedule A, whether a buy or sell position; or (b) a holding of Securities purchased through us in accordance Schedule B. A Position may be opened or closed (or, in the case of Securities, acquired or disposed of), whether by you or by us, on the Platform, or, where applicable, through the Liquidity Provider or Third-Party Intermediary Broker;

"Potential Event of Default" means any event which may reasonably become an Event of Default with the passage of time, the giving of notice, the making of any determination, or any combination of the above;

"Products" has the meaning given to it in Clause 3.1;

"Restricted Countries" means countries and jurisdictions in which clients are domiciled or resident where we may not provide our Services due to restrictions under Applicable Regulations or restrictions under our Policies;

"Risk Warning Notice" means the risk warning notice available on our Website, as this document is amended from time to time;

"Schedule" means a schedule to these Terms and Conditions;

"Securities" means shares, stocks, depositary receipts, ETFs and other equity securities that we may offer for trading from time to time under Schedule B;

"Services" means the services described in Clause 3.1 and any other services we may provide from time to time. For the avoidance of doubt, Services include Electronic Trading Services;

"Supported Address" means the Crypto Addresses supported through the Account, namely, Bitcoin (BTC), Ethereum (ETH), or Tether (USDT);

"Terms" means these terms and conditions and the Schedules hereto, as they may be amended from time to time;

"Third-Party Intermediary Broker" means the third-party broker appointed by us to receive and transmit your Orders for execution, where applicable, on the relevant exchanges, and to provide related custody, settlement, and other services in connection with Securities trading under Schedule B;

"Underlying Market" means the Market for a specific financial instrument on which some of our Products are priced, listed or traded;

"Website" means the information displayed on https://www.equiti.com/uae-en/ (or any other replacement or supplementary site), as updated by us from time to time.

85.2 References in these Terms to a statute or statutory instrument or Applicable Regulations include a modification, amendment, extension or re-enactment thereof, as in force from time to time. A reference in these Terms to "document" will be construed to include an electronic document.

85.3 References in these Terms to the singular will also include the plural.

85.4 References in these Terms to a person include a body corporate, unincorporated association and partnership, natural person, firm, company, corporation, government, state or agency of a state or an association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

85.5 The use of the word "including", "inclusive", "includes" and any words that follow it will not be deemed to be exhaustive.

SCHEDULE A - CONTRACTS FOR DIFFERENCE

This Schedule A sets out the additional terms that will apply to you when you trade CFDs with us. Capitalised terms used in this Schedule A have the meanings ascribed to them in Clause 85 of these Terms unless such capitalised term is defined within this Schedule A or the context requires otherwise. If a provision of this Schedule A conflicts with or differs from a provision in another part of these Terms, the provision in this Schedule A will prevail to the extent necessary.

For the purposes of this Schedule A, all references to "Position" shall be construed to refer only to an exposure to a CFD you have traded under this Schedule, whether a buy or sell position, entered in accordance with the Agreement. A Position may be opened or closed, whether by you or by us, on the Platform.

1. What is CFD trading?

1.1 CFD trading is a type of transaction which may be used to secure a profit or avoid a loss by reference to fluctuations in the value or price of an underlying instrument.

1.2 Types of CFDs include but are not limited to, foreign exchange CFDs, futures CFDs, option CFDs, share CFDs, stock index CFDs, commodity CFDs, and Crypto Asset CFDs. The CFDs that we offer will be indicated on our Website from time to time.

1.3 CFDs can only be settled in cash.

2. Key risks of CFD trading

2.1 CFDs are complex derivative products. CFDs can come with a high risk of losing money quickly due to the use of leverage. Trading with leverage magnifies your gains and Losses, so small price changes in the underlying instrument can result in large Losses or gains. It is therefore possible that you may lose more than your deposits.

2.2 If you trade in CFDs you may sustain a Loss exceeding the Margin you deposit to establish or maintain a Position. If the market moves against you, additional Equity may be required at short notice to maintain the Margin required to keep a Position open. If you fail to do so, your Position may be liquidated and you will be responsible for the resulting deficit. Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered into the contract.

2.3 **You must fully understand the risks involved before using our Services and trading CFDs. You must take appropriate investment, financial, legal, tax and other necessary professional, independent advice where required. More information on the risks associated with trading CFDs is set out in our Risk Warning Notice (as amended from time to time) which is available on our Website. You should read this document and fully understand the risks before entering into these Terms.**

3. Leverage and Margin

3.1 CFDs may be traded on a leveraged or non-leveraged/fully-paid basis. Where you trade CFDs using leverage, you can open a Position with a notional value that exceeds the funds you have deposited. While leverage can amplify your potential profits, it equally amplifies your potential Losses, and you may lose more than your initial deposit.

3.2 The following clauses set out the key terminology and mechanics that apply to leveraged CFD trading, including how Balance, Equity, Margin, and Free Margin are calculated, and how Margin Calls and Auto-stop-out operate. These concepts do not apply to Securities trading under Schedule B.

Relevant terminology

3.3 For the purposes of CFD trading under this Schedule A, the following definitions apply:

(a) **Balance**: your balance is the sum of money in your Account, comprising cash deposited for CFD trading and any realised profit or Loss from CFD trading, as applicable ("**Balance**").

(b) **Equity**: your equity is the total of (i) your Balance, and (ii) any unrealised (floating) profit or Loss on your open CFD Positions ("**Equity**"). Accordingly, your Equity may be higher or lower than your Balance depending on the performance of your open Positions. Once a Position is closed, any unrealised profit or Loss becomes realised and is added to or deducted from your Balance.

(c) **Margin**: your margin is the portion of your Equity that is required to open and maintain one or more Positions ("**Margin**"). Margin allocated to an open Position cannot be used to open another Position or withdrawn while it is supporting that Position. For non-leveraged (fully paid) Positions, the required Margin is equal to the full notional value of the Product.

(d) **Free Margin**: your free margin is the portion of your Equity remaining after deducting the Margin required to maintain your open Positions ("**Free Margin**"). In other words, Free Margin represents the funds available to open new CFD Positions or, subject to these Terms, to withdraw from your Account. For the avoidance of doubt, where you hold open Positions, your Free Margin will be less than your Balance because a portion of your Equity is allocated as Margin to support those Positions. Accordingly, you may not withdraw your entire Balance while any Position remains open, and you may only withdraw Free Margin to the extent it does not exceed your Balance.

3.4 For the avoidance of doubt, the Balance, Equity and Free Margin exclude any funds allocated to Securities trading under Schedule B.

Margin trading and leverage ratio

3.5 You can only open a leveraged Position in relation to a CFD if the Margin posted to maintain the open Position is in the form of money. Collateral cannot be posted as Margin to maintain open Positions on CFDs.

3.6 Trading on margin carries a high level of risk to your capital, and you can lose more than your initial deposit. You should ensure that you fully understand the risks involved and seek independent advice if necessary. Further information about the risks of margin trading can be found in our Risk Warning Notice (as amended from time to time) and our Website.

3.7 Leverage may be expressed as a ratio. For example, a 2:1 leverage ratio means that you may open a Position with a notional value of USD 100 by utilising USD 50 of your Equity as Margin.

3.8 The leverage limit for each Product is determined by us, and may be amended by us at any time, at our sole discretion, including as may be necessary to comply with CMA Regulations. We shall endeavour to provide you with reasonable notice of changes to the leverage limit available for a Product where practicable or as may be required by CMA Regulations. The leverage limits available for our Products are published, and updated from time to time, on our Website.

3.9 Where transactions were executed with a leverage limit that is no longer permitted under CMA Regulations, we may close any or all of your open Positions without further notice to you and we may also close your Account. This may result in a profit or a Loss to you. We shall not be liable for any Losses incurred by you as a result.

3.10 Notwithstanding the above, you are responsible for monitoring any changes to the leverage limit of a Product which occur due to:

(a) a change in prevailing Market conditions or conditions of the Underlying Market;

(b) news, publications or announcements which may impact any of your open Positions, including announcements from monetary authorities including, without limitation, the US Federal Reserve, the European Central Bank and the Bank of England;

(c) an Event of Default or Potential Event of Default or termination event;

(d) a change in Applicable Regulations;

(e) a risk assessment; or

(f) increased market volatility including as related to Market or Underlying Market close.

3.11 We will be entitled, at any time, to increase or decrease the Margin requirement. Such increase or decrease may occur, for example but without limitation, in response to or in anticipation of any of the following:

(g) a change in the Market or Underlying Market to which your open Positions relate or in the financial markets more generally;

(h) economic news which may adversely impact any of your open Positions;

(i) an issuer whose securities represent all or part of your investments becoming insolvent, being suspended from trading or undertaking a Corporate Event;

(j) you changing your dealing pattern with us or our Affiliate such that we determine in our reasonable discretion that further Margin is required in order to manage the risks associated with your open Positions;

(k) deterioration in your credit circumstances or credit quality;

(l) your exposure to us or our Affiliate being concentrated in a particular Market or sector;

(m) a change in the margin charged by our hedging counterparties or the margin rules set by the relevant

Underlying Market, clearer or carrying broker;

(n) any change to Applicable Regulations; or

(o) there are exceptional events as specified in Clause 69.2.

3.12 For certain Electronic Trading Services, your Account may be subject to dynamic leverage. This means that the leverage applied, either to your Account or on certain Products, will automatically increase or decrease depending on your volume, the Balance in your Account and any other factor that we, at our sole discretion, deem relevant. We will not be liable for any Losses that may result from such dynamic leverage.

Margin Calls

3.13 You must at all times ensure the Equity in your Account is sufficient to cover the Margin required to maintain your open Positions. If your Equity reaches or falls below the applicable Margin Level, your Account will be subject to a margin call ("**Margin Call**"). We may, but are under no obligation to, notify you in the event your Account is in a Margin Call. Where a Margin Call is possible, the Margin Call may be made by communicated to you through one or more agreed communication methods, including the Platform, Client Portal, email, SMS, push notification, telephone, or any other electronic communication method available to us.

3.14 The Margin Call notification may require you to immediately deposit additional funds, reduce exposure, close one or more open Positions, and/or take any other action necessary to restore the required Margin level within the timeframe notified to you or otherwise agreed under these Terms.

3.15 You acknowledge that in fast-moving markets, illiquid markets, market gaps, market open conditions, market close conditions, trading suspension, or technical delays, the Margin Call notification and Auto-stop-out (defined below) may occur at or near the same time. In such circumstances, you may not have sufficient time to act on the Margin Call before one or more Positions are automatically closed.

3.16 A Margin Call notification does not suspend, delay, or prevent Auto-stop-out, liquidation, or any risk-management action that we are entitled or required to take under these Terms, Applicable Regulations, or our risk-management procedures. You remain responsible for monitoring your Account, Equity, Margin Level, Free Margin, open Positions, market conditions, and all notifications issued by us.

Auto-stop-out

3.17 Your margin level is calculated by dividing the Equity in your Account by the Margin ("**Margin Level**").

3.18 If your Margin Level falls to or below the percentage of the Margin prescribed by us from time to time (or another percentage required by CMA Regulations), some or all of your open Positions will be automatically closed out by our automated risk management system in order to ensure there is sufficient Equity in your Account to meet the Margin requirement (the "**Auto-stop-out**"). We may, but are not obligated to, notify you if your Margin Level is close to or less than the Auto-stop-out level.

3.19 We do not discretionarily manage your portfolio. The automated risk management system may close out such number of open Positions successively until the Equity in your Account meets the Margin requirement. You should be prepared for the automated risk management system to close out all your open Positions.

3.20 Where you fully hedge a Position, we may, for certain Products, require Margin on one of the two sides of such hedged Position. Where no Margin is required for a fully hedged Position, such hedged Position would not subject your Account to a Margin Call, however, the Account may be Auto-stopped-out or liquidated in accordance with Clause 76 if the Equity falls below zero.

4. Rights in the underlying instrument

4.1 When you trade a CFD, you will have an economic exposure to the underlying security or instrument of the CFD, but you will not have legal ownership of any underlying products. For example, if you trade a CFD over shares, you will not have the legal rights attached to such shares, such as voting rights or rights to dividends. However, we may carry out adjustments if a Corporate Event occurs in accordance with Clause 10 of this Schedule A.

4.2 You acknowledge and agree that we will not transfer to you voting rights relating to a security or any other instrument underlying the CFD to which you have an open Position, or otherwise allow you to influence the exercise of voting rights held by us or by an agent on our behalf.

4.3 Subject to Schedule A, Clause 4.4, where the security or instrument underlying your CFD has paid dividends, a dividend adjustment will be calculated for your Account in respect of open Positions held on the ex-dividend date for the relevant underlying security or instrument. Cash adjustments reflecting dividends will be credited to your Account if you bought (i.e. opened a long Position), and debited from your Account if you sold (i.e. opened a short Position). You are reminded that any dividend adjustment may create tax liabilities for you and we may deduct tax when making adjustments in accordance with dividends. However, we may carry out adjustments if a Corporate Event occurs in accordance with Clause 10 of this Schedule A.

4.4 For certain CFD Products with expiry dates, our quote (which is based on the Underlying Market) will include a forecasted dividend component. Dividends adjustment in accordance with Schedule A, Clause 4.3 would not apply to these Products.

5. CFDs on Crypto Assets

5.1 We may offer CFD Products that have exposure to the value or price of an underlying Crypto Asset (**"Crypto CFDs"**). Crypto Assets are volatile virtual products and come with a high risk of losing money quickly. Prices can and do fluctuate significantly on any given day. Due to these price fluctuations, your CFDs with exposure to Crypto Assets may significantly increase or decrease in value at any given moment, and this may result in a Loss of all the capital you have invested in a Position. Trading Crypto CFDs pose additional risks which are detailed below.

5.2 We base the prices of our Crypto CFDs from real crypto asset exchanges and trading venues. Our prices are often aggregated which means that we take our prices from multiple exchanges and trading venues in order to give you the best from each. These prices may need to be normalised to allow us to aggregate them fairly for all exchanges and trading venues. As such, the prices on our Crypto CFDs may not be exactly the same as the prices you see on the exchanges and trading venues that we use. There may be instances where we are unable to quote prices for some or all Crypto CFDs.

5.3 The key risks when trading Crypto Asset CFDs include the following:

(a) Crypto Assets are a unique kind of product, backed by technology and trust, unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver. This means there is no central bank that can take corrective measures to protect the value of Crypto Assets in a crisis or issue more currency;

(b) the prices of Crypto Assets can be extremely volatile and can fluctuate significantly in very short timeframes. From time to time, Equiti may have periods during which it is closed for trading. If you hold an open Position on a Crypto CFD in this time, you would not be able to trade and not be able to close any open Position until Equiti reopens trading. This means you would not be able to close out the Position during this time even if there is significant adverse price movement;

(c) Crypto Assets are virtual products and they may become 'delisted' or unsupported at any time, which means they may no longer be offered for sale or exchange on markets. If this happens, the Crypto Assets may become worthless. For some Crypto CFDs where the price is taken from a single exchange or trading venue, if the exchange or trading venue delists the underlying Crypto Asset then we would remove the Crypto CFD from our Product offering and close any affected Positions. We will endeavour to give you as much notice as possible, however, there may be instances where the notice is minimal, if any;

(d) Crypto Assets are often traded using independent blockchain technology and other third-party networks which are subject to changes and amendments to their systems and to any Applicable Regulations which may apply to them; and

(e) Crypto Assets are operated by underlying software protocols. The underlying protocols are subject to sudden changes in operating rules which may result in 'forks':

i. a 'hard' fork is when a Crypto Asset's underlying code changes and both the new and old blockchains exist side by side. Generally, this means a Crypto Asset splits into two. We may offer Crypto CFDs on both of the new Crypto Assets created due to the fork and we will endeavour to take the same or very similar action as the exchanges when reflecting the split on your Account. If we are unable to offer one or both of the new Crypto Assets as Crypto CFDs then we may, at our discretion, make a cash adjustment to represent the value of the new Crypto Asset at a price determined by us; and

ii. a 'soft' fork is when a Crypto Asset's underlying code changes and all users adopt the new code or, nodes of newer blockchain that can still communicate with nodes of the older version. This is often used to implement new features. These changes may affect the value of the Crypto Asset (and corresponding Crypto CFD) and are reflected simply as an updated price of the CFD. We may, at our sole discretion, book a cash adjustment of a value, determined by us.

You must carefully consider whether trading Crypto Asset CFDs is suitable for you, in light of your financial circumstances. By opening a Position on a Crypto CFD, you agree and acknowledge that

you have sufficient and relevant knowledge about, or experience in, trading in volatile markets, you are trading with money you can afford to lose, and you have a high-risk tolerance.

6. Product pricing

6.1 The prices that we quote to you would be based on the pricing from our Liquidity Providers subject to our Order Execution Policy. You agree that the prices we quote to you will include a spread between the sell and the buy price of a Product. The spread may not be an exact amount because it may change between the time you make an Order and the time we execute your Order. The spread may change due to market conditions. It is your responsibility to decide whether or not you wish to deal at the price quoted by us, save for where we exercise any of our rights to close out a Position or the Position closes automatically under these Terms.

6.2 You will find the pricing details of our Products on our Website or through such other method that we deem appropriate at our sole discretion.

7. Charges and fees

7.1 We will charge you a fee for each Order, and such fee may be quoted as part of the spread of a Product.

7.2 At our discretion, we may charge a commission for executing your Orders, either in addition to, or instead of, the aforementioned fee.

7.3 We may also charge other fees and costs for our Services and Products, including CFDs. Please refer to our Website, or contact us, for the latest charges, fees and costs for our Services and Products, which we may update from time to time. It is your responsibility to keep up to date with any changes, and to be aware of the commissions, charges, fees and costs that apply to your Orders and Positions, and the Services that you use.

7.4 Where you hold a Position overnight, an overnight financing adjustment (also known as a swap or rollover) may be applied to your Account. Full details of our overnight financing adjustments are available on our Website and may be updated from time to time.

7.5 You acknowledge that all amounts due to us may be deducted from your Account.

8. Conflicts of interest

8.1 In addition to Clause 54 of these Terms, there may be instances in relation to CFD trading where your interest conflicts with our interests, or with that of another client.

8.2 Please refer to our Conflicts of Interest Policy where we set out potential conflicts of interest that may arise as a result of using our Services.

9. Market Close, Weekend and Reopening Gap Risk

9.1 You acknowledge that certain Products may not be available during market closure periods, including weekends, public holidays, trading breaks, liquidity interruptions, or maintenance periods. During such periods: (a) you may be unable to open, close, or manage Positions; (b) prices may move significantly, and the price upon reopening may differ materially from the last quoted price – this is referred to as 'gap risk'. You are responsible for reviewing and managing your Positions, Margin, and account exposure prior to market closure and reopening. You must ensure sufficient Equity to withstand adverse movements, spread widening, reduced liquidity, and increased Margin requirements.

9.2 If your Margin Level falls at or below the Auto-stop-out level upon or shortly after reopening, Positions may be closed automatically without prior notice or opportunity to add funds. We may issue pre-close or pre-open notifications; however, these are informational only and do not reduce your responsibility to monitor your Account. You should not maintain open Positions during high-risk periods unless you fully understand and accept the associated risks, including rapid liquidation, slippage, and potential losses exceeding your deposit. You remain responsible for monitoring your Account at all times. Gap movements may result in immediate Margin Calls, Auto-stop-out, liquidation of Positions, or negative balances, and you may not have sufficient time to act before such events occur.

10. Corporate Events and Adjustments

10.1 If any CFD (or the underlying Security or instrument) is subject to a Corporate Event, we shall reasonably determine any appropriate action (including the opening and closing of Positions, as well as the cancelling of Orders) or any appropriate adjustment to the size, value, and number of your Orders or Positions related to that CFD in order to: (a) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties in relation to that transaction immediately prior to that

Corporate Event; and (b) replicate the effect of that Corporate Event on another person with an interest in the relevant underlying instrument.

10.2 Any adjustment or action taken by us under this clause may create tax liabilities for you. We may deduct tax when making adjustments, however it will be your responsibility to satisfy these liabilities if we did not make such deduction. We may claim or reclaim tax credits on dividends or other income on the CFDs.

10.3 Any adjustment or action taken by us under this clause will be conclusive and binding on you and it will be effective from the date determined by us and may be retrospective in effect.

SCHEDULE B - SECURITIES

This Schedule B sets out the additional terms that will apply to you when you invest in Securities with us. A capitalised term used in this Schedule B has the same meaning ascribed to it in Clause 85 of these Terms unless such capitalised term is defined within this Schedule B or the context requires otherwise. This Schedule B forms a part of the Terms. If a provision of this Schedule B conflicts with or differs from a provision in another part of these Terms, the provision in this Schedule B will prevail to the extent necessary.

For the purposes of this Schedule B, all references to "Position" shall be construed to refer only to a holding of Securities purchased through us under this Schedule, in each case entered in accordance with the Agreement. A Position may be acquired or disposed of, whether by you or by us, on the Platform, or, where applicable, on the relevant exchange.

1. Securities and fractional Securities

1.1 You can buy and sell Securities on our Platforms in accordance with this Schedule and the Terms. You can also purchase fractional Securities rather than whole Securities. Save as otherwise provided for in these Terms, fractional Securities will generally be subject to the terms of this Schedule B in the same manner and to the same extent as whole Securities, including in relation to custody.

1.2 The availability of any fractional trading may be modified, suspended or discontinued by us or our Third-Party Intermediary Broker at any time. Fractional Securities may not entitle you to voting rights or full shareholder rights associated with whole Securities or units.

1.3 Fractional Securities may not be transferable to another broker and, in the event of a transfer, any fractional positions may be liquidated at the prevailing market price.

1.4 We may be required to give your details (including your email address) and details of your shareholding to the security issuer/company and its registrars. By trading Securities on our Platform, you consent to us providing your identifying information to any requesting service provider of the company.

2. Capacity and custody

2.1 Your transactions under this Schedule B are executed through a multi-party intermediary structure involving Equiti (acting as your agent and not as principal or counterparty to your trades), the Third-Party Intermediary Broker, and local executing brokers, custodians and sub-custodians. This means that the custody chain runs from you, to Equiti, to the Third-Party Intermediary Broker, to the relevant custodian or depository (and any third-party agents appointed by the Third-Party Intermediary Broker).

2.2 You therefore do not have a direct contractual relationship with the Third-Party Intermediary Broker, the local executing brokers, the exchanges, or any custodian or sub-custodian. The risks associated with this intermediary structure are described below.

2.3 Your Securities will be held in an omnibus account with those of other clients and held in the name of the Third-Party Intermediary Broker (or its nominee) at the relevant exchange or central securities depository. Your interest is segregated by unique code numbers within the omnibus account, but your Securities are not held in your individual name at the exchange.

2.4 Because your Securities are held in an omnibus account, they will not be separately identifiable from the Securities of other clients and:

(a) if the custodian or sub-custodian holding the omnibus account becomes insolvent, your Securities may not be immediately identifiable or recoverable. In such circumstances, if there is a shortfall in the omnibus account, you may share in that shortfall proportionately with other clients whose Securities were held in the same account, meaning you may not recover all of your Securities; and

(b) certain rights associated with your Securities (including the right to attend and vote at general meetings of investee companies) may not be available to you as a structural consequence of the omnibus arrangement (please see Schedule B, Clause 12 below for further detail).

2.5 Any party in the custody chain (including our Third-Party Intermediary Broker, custodian and any sub-custodian) may have a security interest, lien or right of set-off over your Securities, enabling such party to dispose of your Securities to recover debts owed to it, including debts that do not relate to you or the provision of Services to you.

2.6 We will exercise all due skill, care and diligence in the selection, appointment and periodic monitoring of our Third-Party Intermediary Broker and any custodian or sub-custodian, and in overseeing the arrangements for the holding and safeguarding of your Securities.

2.7 Subject to Schedule B, Clause 2.6, we are not liable for any acts, omissions, insolvency or dissolution of any custodian, sub-custodian or other third party in the custody chain.

3. Title and ownership

3.1 Legal title to your Securities is held by the Third-Party Intermediary Broker (or its appointed custodian or depository) at the exchange level, as the Securities are registered in the Third-Party Intermediary Broker's name under the omnibus arrangement. You retain beneficial ownership of the Securities, meaning you remain entitled to the economic benefits of ownership, including the value of the Securities, dividends, and other distributions, even though the Securities are not registered in your name.

3.2 We will maintain detailed records of all Securities held on your behalf by any custodian or sub-custodian, sufficient to show that such Securities are held on your behalf and for your benefit and do not belong to us, the custodian, or any sub-custodian.

4. Safekeeping and client money segregation

4.1 We will hold your Securities, or arrange for them to be held, in accordance with the CMA Regulations on client asset safeguarding and custody, as amended from time to time. For the avoidance of doubt, fractional Securities are held in the same manner as whole Securities.

4.2 Client cash relating to Securities trading under this Schedule B is held in a segregated bank account designated as a client monies account, separate from the Third-Party Intermediary Broker's own funds, at a bank duly licensed in the relevant jurisdiction.

5. Key risks of Securities trading

5.1 All financial products carry risk, and even trading non-complex products, such as Securities, will have a degree of uncertainty. The Securities markets can be volatile, which means the prices of the Securities can change rapidly, and therefore are unpredictable, which means that Securities dealing is not suitable for everyone.

5.2 The Securities available for trading on the Platform, the supported order types, and the applicable trading hours are determined by our Third-Party Intermediary Broker and the relevant exchange or execution venue and are subject to their rules and practices. Such rules and practices may be modified, restricted, or suspended at any time without prior notice to you. We shall not be liable for any Losses arising from any such modification, restriction, or suspension.

5.3 You must ensure that your trading activity complies at all times with all Applicable Regulation and the rules of the relevant exchange or execution venue, including rules relating to position limits, order sizes, wash trading, market manipulation, and any other prohibited or restricted trading practices.

5.4 If your trading activity (or any act or omission on your part) results in any penalty, fine, sanction, or charge being imposed on us, the Third-Party Intermediary Broker, or any of their respective Affiliates or custodians and sub-custodians, by an exchange, execution venue, regulatory authority, or other third party, you shall indemnify us in full against all such amounts and any associated costs, expenses, and Losses. We may deduct any such amounts from your Account. We shall use reasonable endeavours to give you prior notice of any such deduction, but failure to do so shall not affect our right to make the deduction or give rise to any liability on our part.

5.5 You should ensure you fully understand the risks involved before using our Products and Services and if required take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with Securities trading is set out in our Risk Warning Notice (as amended from time to time) which is available on our Website. You should read this document and fully understand the risks before entering into this Agreement. Please refer to Clause 4 of these Terms, our Risk Warning Notice, and our Website for more information on the key risks of using our Services.

6. Service limitations and client eligibility

6.1 We may provide factual market information and other information in relation to any Securities at your request. However, we are not obliged to disclose such information to you and, if we do provide this information, it does not constitute investment advice and you remain responsible for your investment decisions.

6.2 We will not be liable to you for any act or omission of any such third party including but not limited to information provided by such third party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third party.

6.3 The Platforms we offer do not constitute an exchange or a market. This means that you can only enter into trades and investments with us, and not with third parties. Therefore, our Services are limited to you buying

Securities on our Platforms and selling those Securities on our Platforms. We may allow you to transfer Securities in and out of your Account in accordance with the terms of Schedule B, Clause 13 below.

6.4 "US persons" (as defined by the Internal Revenue Service) are not permitted to invest in Securities on our Platforms. If we identify you as a US person, we may close any open Positions you may hold and then block or close your Account. We may also deduct US withholding tax on income and gross proceeds from your investments in listed US Securities on our Platforms.

6.5 If you are not a US person, we will ask you to sign a W-8BEN form before we accept an Order from you to invest in shares which are listed in the US. If you have not provided us with a valid W-8BEN, and you already hold US shares, we will ask you to complete a W-8BEN. If you do not return the signed and completed W-8BEN form before the date we specify, we reserve the right to sell your US shares. You have an ongoing obligation to inform us if you are no longer eligible for W-8BEN status.

6.6 We will apply the default rate of taxes applied by the relevant tax authorities.

7. Stock lending

7.1 Our Third-Party Intermediary Broker may operate a stock lending programme under which fully paid Securities may be lent to third-party borrowers; by accepting these Terms, you acknowledge and approve that your Securities be subject to such lending. You may request that we opt your Securities out of the stock lending programme by giving us written notice. We will use reasonable endeavours to give effect to such a request and will notify you as soon as reasonably practicable on accepting.

7.2 While your Securities are on loan, you should be aware that:

(a) you may lose the right to vote those Securities (see section 2 of this Schedule B);

(b) you may receive manufactured payments in lieu of dividends, which may be subject to different tax treatment than dividends received directly;

(c) certain dividend distributions may not be capable of being exactly replicated as a manufactured payment;

(d) your Securities may not be protected by applicable investor protection or compensation schemes; and

(e) you will be exposed to the counterparty credit risk of the borrower and to risks relating to the adequacy of any collateral held in respect of the loan.

8. Risks arising from our relationship with third-party service providers

8.1 Your ability to trade Securities on our Platforms, and the safety of your Securities held in custody, depends on the continued performance of our third-party service providers, including but not limited to, the Third-Party Intermediary Broker, or any other broker, custodian or service provider as appointed by the Third-Party Intermediary Broker. For further information on the risks associated with our third-party arrangements, please refer to our Risk Warning Notice and Order Execution Policy.

9. Order limits

9.1 Our ability to place and execute Orders for Securities is subject to trading limits, position size limits and pre-funding requirements imposed by the Third-Party Intermediary Broker. Buy Orders require sufficient settled funds or available trading limit in your Account at the time of Order submission. We may reject or delay execution of any Order where these requirements are not met, and we will not be liable for any Losses you may incur as a result. This is without prejudice to our general rights under the Terms.

9.2 We will use our reasonable endeavours to execute an Order promptly, but sometimes there will be a delay between when we receive your Order and when we are able to execute it. Where a delay occurs, there may be a difference between the price quoted to you and the prevailing market price on the exchange, which may work to your advantage or disadvantage. The exchange is not required to accept your Order and is not required to execute your Order at the price that you were quoted.

9.3 Each Order you place is binding on you, even where you have exceeded any trading limit we have set on our Platforms, and you must pay any sums due on any transaction immediately once the transaction has been entered into.

9.4 You are responsible for monitoring your Orders until they are confirmed or cancelled, as we may not provide you with explicit written notification. You should contact us immediately if you are unsure about the status of an Order.

9.5 If the underlying market on which your Security is traded is suspended, you will not be able to place any sell Orders on those Securities, and we will not be able to execute any sell Orders which you have already placed on those Securities until the market recommences trading. We cannot guarantee that your Order will be executed immediately when the market recommences trading, and we may be required to wait until there is enough demand to buy your Security.

10. Settlement of transactions

10.1 Your Security investments will settle in accordance with local markets, generally on a T+2 basis. As explained above, legal title to your Securities is held by the Third-Party Intermediary Broker (or its appointed custodian or depository) at the exchange level, and you retain beneficial ownership. During the period between the trade date and the settlement date, settlement may not yet have occurred and you may not yet have acquired beneficial ownership, notwithstanding that the Securities may be shown as available in your Account.

10.2 If you invest in a Security, the consideration for the transaction and all applicable fees, charges and taxes for that transaction will be deducted from your Account at the time of execution of the transaction. The Security will be available for sale on your Account prior to settlement of the transaction and your Account will reflect this. Should the transaction fail to settle, we may reverse the transaction, return any fees, charges and taxes for that transaction and amend your Account to reflect the same.

10.3 Where a delay in the settlement of your transaction is attributable to your acts or omissions (including, without limitation, a failure to provide sufficient funds, a failure to deliver Securities, or any other operational failure on your part), and such delay causes us to incur costs, charges or penalties from our execution venue, execution broker, or any other third party (including, without limitation, cost-of-funds charges, buy-in costs, or late settlement penalties), you agree that we shall be entitled to pass through and recover from you all such costs, charges and penalties, together with any associated administrative costs. We may deduct such amounts from your Account without prior notice to you.

10.4 You must notify us of any error in a transaction confirmation within 3 Business Days of receipt. If you do not notify us within this period, the transaction confirmation will be conclusive and binding on you.

10.5 In the event of our insolvency, you may not have title to the Securities that you have bought on the Platforms, where settlement has not yet occurred. This is the case even if the Securities which you have bought are shown as available in your Account. In these circumstances, you will be entitled to the amount that you paid for the Securities, which will form part of your client money. Please refer to the Terms for more information on client money.

10.6 We are not liable for any Losses, costs or expenses that you suffer as a result of any delay or change in market conditions either before we execute an Order or before a transaction settles.

10.7 Where you have pending Securities transactions that have not yet settled, the cash allocated for settlement of those transactions will not be available for withdrawal from your Account until settlement is complete. Only settled funds may be withdrawn from your Account in respect of Securities transactions.

10.8 In the event of the insolvency of the Third-party Broker or any custodian or sub-custodian, or any other analogous proceedings, we may only have an unsecured claim against the third party on your behalf, and then you will be exposed to the risk that the money received by us from the third party is insufficient to satisfy your claims with claims in respect of the relevant account. We do not accept any liability or responsibility for any resulting Losses.

10.9 This also means that if we or the Third-party Broker or any custodian or sub-custodian becomes insolvent, your Securities may not be immediately identifiable by separate certificates, physical documents, or equivalent electronic entries on the register. Instead, any claim will be against the omnibus account, which may result in delays while we identify which Securities belong to you. As additional time might be needed, this might increase your risk of losing money. In addition, if there is an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

10.10 You agree that because of the nature of Applicable Regulations or market practices in overseas jurisdictions, it may be in your best interest for your Securities to be registered or recorded in our name or in the name of the sub-custodian, the nominee or any applicable delegate. If it is not possible for us to do this, then:

(a) your Securities may be registered or recorded in the name of Third-Party Intermediary Broker (or its appointed custodian or depository) or any applicable delegate as the case may be;

(b) your Securities may not be segregated and separately identifiable from the Securities of the company/issuer, custodian, sub-custodian, the nominee or any applicable delegate; and

(c) as a consequence, in the event of a failure, your Securities may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a third party to hold your Securities overseas there may be different legal and regulatory requirements than those applied in the United Arab Emirates.

10.11 You agree that you will not try to sell on other platforms, mortgage or otherwise deal in or part with the Securities which we hold for you.

10.12 If you have not instructed us about the Securities in your Account (for example, to sell them) and we are unable to trace you despite having taken reasonable steps to do so, then, after any period prescribed by the Applicable Regulations, we may liquidate the Securities and remove them from our omnibus account. We will continue to hold the resulting proceeds (or an amount equal to their value) as client assets for you and will pay you that amount if you later reclaim your Securities. We will not remove the client asset protection from, or absorb into our own funds, the value of your Securities.

11. Charges and fees

11.1 We may charge fees in connection with Securities trading, including execution fees, custodian fees, exchange data fees, and commission. Our fee may be charged separately or included within the spread between the buy and sell price. Details of all applicable charges and fees are set out on our Website and may be updated from time to time in accordance with Clause 44 of these Terms.

11.2 Additional charges may also be incurred by you in the case of delayed or failed settlement of a transaction. Any such amounts will be your responsibility and, where appropriate, will be deducted from your Account.

11.3 Where you trade in Securities denominated in a foreign currency, you will also incur currency conversion costs. Please refer to Clause 50 of the Terms.

12. Provision of information, dividends, voting rights and Corporate Events

<u>Provision of information</u>

12.1 We may arrange for you to receive the report, accounts and other information issued in relation to a Security that we arrange to be held on your behalf, where you request them. You may not be provided with reports, accounts and other information in respect of any fractional shares that we are holding on your behalf.

12.2 Where we rely on a third party service provider to obtain such information, we will use reasonable endeavours to provide you such information, but we will not be liable for any Losses that may arise as a result of a failure to do so. We reserve the right to introduce reasonable charges for providing any information in accordance with Schedule B, Clause 12.1 upon prior notice in accordance with Clause 67 of these Terms.

12.3 We are also not obliged to inform you of any class action or group litigation that is being proposed or taken concerning Securities that we are holding on your behalf.

<u>Voting</u>

12.4 Given your Securities are held in an omnibus account structure, you will not ordinarily be able to attend or vote at general meetings of investee companies. We are not obliged to facilitate the exercise of any voting rights attaching to Securities we hold on your behalf, but we may, at our discretion and through a third party service provider, support the exercise of such rights for certain Securities, including by proxy. We do not currently charge a fee for facilitating voting, however we reserve the right to introduce reasonable charges for this service in the future, in which case we will provide you with prior notice in accordance with Clause 67 of these Terms.

12.5 We will never take discretionary action to vote Securities which are held on your behalf, irrespective of whether we are able to facilitate your voting of such Securities.

<u>Dividends</u>

12.6 If you are holding Securities, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant ex-dividend date, we will pay this money into your Account on receipt by us.

12.7 We may deduct from this payment any applicable tax however it will be your responsibility to satisfy these liabilities if we did not make such deduction. As we may hold your Securities in one or more pooled omnibus accounts, you may receive dividends or distributions net of applicable taxes which have been paid or withheld at rates that are less beneficial than those that might apply if the Securities were held in your own name or not pooled.

Corporate Events

12.8 You should be aware that corporate actions relating to your Securities are processed through our Third-Party Intermediary Broker and its custodians or sub-custodians. Our ability to receive notice of, and take action in respect of, Corporate Events depends on the notifications and timelines we receive from these third parties. While we will use reasonable endeavours to process Corporate Events in a timely manner, we may not receive notice of certain Corporate Events until after the relevant deadline has passed, and we will not be liable for any Losses you may incur as a result of delays in notification or processing that are attributable to third parties in the custody chain.

12.9 Where a Corporate Event results in a fractional entitlement to part of a Security, we will use reasonable endeavours to aggregate those fractional entitlements, and sell those fractional Securities and credit your Account with a cash value which may be subject to certain fees and charges. However, we are not obliged to do this.

12.10 Where a Corporate Event, such as partial redemptions, affect some but not all products held in an omnibus account, we will use reasonable endeavours to allocate the products which are affected to relevant clients in a fair way and in accordance with market practice. However, we are not obliged to do this.

12.11 Where Corporate Events affect some but not all Securities held in an omnibus account, we shall allocate the Securities which are affected to relevant clients in a fair and equitable manner as we reasonably consider is appropriate.

12.12 Subject to Applicable Regulations, upon the occurrence of certain Corporate Events, there is the possibility that your Securities or related products (for example, depositary receipts) may be subject to forced conversion into an alternative financial product. Equiti is not obliged to facilitate such conversions, but will act reasonably and will take into account the treatment we receive from our relevant counterparties such as sub-custodians, regulatory constraints, and relevant risks and costs while seeking to achieve your fair treatment.

13. Transfer of Securities

13.1 We may, in our sole discretion and subject to availability, enable you to transfer Securities purchased on an account in your name with a third-party broker into your Account, and Securities purchased under this Schedule B out of your Account, to an account in your name with a third-party broker. The availability of Securities transfer may depend on the relevant market and may be introduced or withdrawn by us or our Third-Party Intermediary Broker at any time without prior notice. Where transfer is available, you can request to do so by filing a request form; please contact our customer service for more information. We may require you to provide additional information at our discretion.

13.2 Where Securities transfer is available, the transfer process may take 14 Business Days or longer to complete. You acknowledge that the successful completion of the process requires steps by both you and the receiving/delivering third party broker, and Equiti is not responsible for any delays in completing this process caused by you or any third party.

13.3 Where transfer is not available or you do not wish to transfer your Securities, you will need to sell your Securities on the Platform in order to exit your Position. Fractional share Positions cannot generally be transferred in or out of your Account. Before requesting a Securities transfer to a third-party broker, we recommend you sell your fractional Positions; otherwise, any fractional shares will be liquidated at the closing price of the last trading day available to us, and the cash will be paid to your Balance.

13.4 Currently, you may only request to transfer out all of your Securities and cannot request a partial transfer of Securities from your Account. We expect to enable partial transfers in due course, and will notify you when this functionality becomes available.

13.5 Following our receipt of your request to transfer out all your Securities (where available), and until the process is complete, your Account will be blocked from opening any new Position (under this or any other schedule) and you will not be able to deposit or withdraw funds from your Account. You will be able to close your open Positions. To clarify, this applies solely with respect to a request to transfer out Securities.

13.6 It may not be possible to transfer certain types of Securities. For example, transfer of Securities may not be possible if the account at the relevant third party broker is not the same account type or in the same client name, or if the Securities are not supported by us or a third party broker, or if we are otherwise restricted or prohibited by Applicable Regulations, sanctions, anti-money laundering rules, or by direction of any other applicable regulatory, self-regulatory or governmental authority, or if transfer is not available for the relevant market. Securities may also be blocked from transfer if there is an expected Corporate Event or any exceptional event (as defined in Clause 69.2 of these Terms) affecting the underlying Securities.

13.7 Fees associated with Securities transfer are available on our Website. Third party brokers may charge you an additional fee for this process and it is your responsibility to pay such fee.

13.8 It is your responsibility to calculate and pay all applicable taxes that you owe as a result of the transfer. We may withhold and deduct at source any taxes due under Applicable Regulations at our sole discretion.

14. Termination

14.1 This clause applies to the treatment of your Securities upon termination of these Terms, whether by you or by us, in accordance with Clause 60 of these Terms. Where you terminate your relationship with us and provide us with instructions for closing your Account, we will arrange for your Securities to be sold or, subject to this Schedule B, transferred to another broker of your choosing, as soon as reasonably practicable in accordance with this Schedule B and these Terms. If you do not provide instructions within the notice period specified in Clause 60 of these Terms, your Securities will be sold. You should be aware that the return of your Securities on termination may be delayed if our Third-Party Intermediary Broker withholds the release of Securities or cash pending the settlement of amounts owed by us to the Third-Party Intermediary Broker. We will hold the proceeds of any sale as client money in an account in your name. We may charge additional fees and any other applicable charges and taxes on the sale of your Securities in these circumstances.