



TERMS OF BUSINESS

Purpose and Scope

- This document sets out the terms governing the relationship between the Client and the Introducer only.
- The Introducer's role is strictly limited to introducing the Client to the Broker and providing general, promotional and factual information regarding the Broker's services.
- This agreement under this document does not govern the Client's trading relationship with the Broker, which shall be subject exclusively to the Broker's own client agreements, policies, and governing law.
- Any trading relationship exists directly between the Client and the Broker. The Introducer is not a party to any trading and transaction related matters.

The Introducer

- The Introducer is licensed under Category 5 "Arrangement and Advice" by the UAE Capital market Authority licensed for Introduction and Promotion activities.

The Broker

- Broker is the legal financial entity licensed and regulated by the peer regulatory authority like Capital Market Authority in UAE
- All trading services including account opening, execution, pricing, margin arrangements, deposits, withdrawals, custody of funds, and ongoing client servicing are provided solely by the Broker to whom client is introduced.

The Client

- The "Client", being any natural or legal person who engages with the Introducer and is referred to the licensed broker (the "Broker") through introduction or promotion of the broker products in market, for the purpose of accessing Contracts for Difference ("CFDs"), Foreign Exchange ("FX"), leveraged financial instruments and/or other licensed financial products.

Roles and Responsibilities of Introducer

- The Introducer is licensed by the UAE Securities and Commodities Authority under Category 5 (Introduction & Promotion) and is not authorized to provide investment, financial, or trading advice, execute or arrange trades, manage portfolios, open or operate trading accounts, or hold, receive, safeguard, manage, or control client money or assets.

- Any information, communication, or material provided by the Introducer is of a general, factual, and promotional nature only and is intended solely to facilitate the introduction of the Client to the Broker.
- Nothing communicated or provided by the Introducer shall constitute investment advice, a personal recommendation, an offer, or an assurance of performance, profitability, suitability, or returns, and all trading decisions are made independently by the Client at the Client's own risk.
- The Introducer does not accept, receive, transmit, process, or hold client funds or assets under any circumstances.
- All client funds shall be deposited directly with the Broker in accordance with the Broker's procedures, terms, and regulatory requirements, and the Introducer shall have no involvement in the handling or movement of client funds.
- The Introducer shall take reasonable steps, in accordance with applicable SCA laws and regulations, to ensure that the Broker to whom the Client is introduced is a duly incorporated and legally regulated entity authorized to provide the relevant trading services in its jurisdiction of operation at the time of introduction.
- The Introducer does not guarantee, supervise, or assume responsibility for the ongoing regulatory status, financial condition, performance, or acts or omissions of the Broker and shall not be liable for any regulatory action taken against the Broker by foreign authorities.
- The Introducer shall process and handle the Client's personal data with due care and in accordance with applicable UAE data protection and privacy laws, and shall use such data solely for the purposes of client introduction, onboarding coordination, regulatory compliance, and related legitimate business purposes.
- The Introducer shall not disclose the Client's personal data to any third party other than the Broker or relevant authorities, except where required by law, regulation, or regulatory request.
- The Introducer shall not act as an agent, representative, fiduciary, or discretionary manager of the Client and shall not assume any duty of care in relation to the Client's trading activities or investment outcomes.

Roles and Responsibilities of Client

- The Client must fully cooperate with the Introducer and the Broker by promptly providing all documents, information, declarations, and supporting materials required for onboarding, due diligence, KYC, AML, sanctions screening, and any other regulatory or internal requirements prior to and during the introduction process.

- The Client acknowledges that the introduction to the Broker may be delayed, suspended, or declined if the Client fails to provide complete, accurate, or timely documentation as required for onboarding or regulatory purposes.
- The Client confirms that all information and documentation provided to the Introducer and the Broker is true, accurate, complete, and not misleading at the time of submission.
- The Client undertakes to promptly notify and provide updated information and documentation to both the Broker and the Introducer in the event of any change to personal, financial, identification, ownership, control, contact, or regulatory information previously provided.
- The Client agrees to indemnify and hold harmless the Introducer from any claims, losses, liabilities, or damages arising from any violation by the Client of applicable laws, regulations, rules, or regulatory requirements, including but not limited to anti-money laundering, counter-terrorist financing, sanctions, tax, or market conduct obligations.
- The Client shall indemnify and hold harmless the Introducer from any claims, losses, liabilities, or damages arising from the misuse, improper use, or unauthorized use by the Client of the Broker's trading platforms, systems, tools, or services.
- After completion of the introduction, the Client agrees that all complaints, disputes, inquiries, or claims relating to trading activities, transactions, execution, pricing, margin requirements, account operations, or any other trading-related matters shall be raised solely and directly with the Broker, and the Introducer shall bear no responsibility or liability in respect thereof.

Fees and Commissions

- The Client acknowledges that the Introducer may receive referral, introduction, marketing, or other commercial fees or commissions from the Broker in connection with the successful introduction of the Client.
- The Client further acknowledges that the receipt of such fees or commissions by the Introducer does not give rise to any advisory, fiduciary, or agency relationship between the Client and the Introducer and does not influence the Client's trading decisions or outcomes.
- Unless expressly disclosed by the Broker or otherwise specified in writing, such fees or commissions shall not result in any additional charge, cost, or financial obligation being imposed on the Client by the Introducer.

CFD & FX Trading Risk Disclosure

- The Client acknowledges that trading in Contracts for Difference (CFDs), Foreign Exchange (FX), and other leveraged financial instruments involves a high degree of risk and may not be suitable for all investors.
- The Client understands and accepts that the risks associated with such trading include, without limitation, leverage risk, rapid market volatility, price gaps, margin calls, forced liquidation of positions, technical or system failures, and regulatory or jurisdictional differences applicable to the Broker.
- The Client acknowledges that leveraged trading may result in losses exceeding the initial investment and that the Client may lose all or more than the capital deposited with the Broker. Past performance is not indicative of future results.

Complaints and Dispute Resolution

- Following completion of the introduction, any complaints, disputes, inquiries, or claims relating to trading activities, transactions, execution, pricing, margin requirements, platform performance, account operations, deposits, or withdrawals shall be raised solely and directly with the Broker.
- Complaints strictly relating to the introduction process or matters within the limited scope of the Introducer's activities may be addressed to the Introducer, provided that the Introducer shall not be responsible for resolving trading-related matters.

Limitation of Liability

- To the fullest extent permitted under applicable law, the Introducer shall not be liable for any losses, damages, costs, or liabilities arising from or in connection with the Client's trading activities, investment decisions, market movements, platform failures, margin calls, or the acts or omissions of the Broker.
- Nothing in this Agreement shall exclude or limit any liability that cannot be excluded or limited under applicable laws of the United Arab Emirates, including liability arising from fraud, gross negligence, or wilful misconduct.

Data Protection and Confidentiality

- The Client consents to the collection, use, processing, and sharing of personal data by the Introducer with the Broker solely for the purposes of client introduction, onboarding, regulatory compliance, and related legitimate business purposes.



- The Introducer shall process and handle personal data in accordance with applicable UAE data protection and privacy laws and shall implement reasonable measures to protect such data against unauthorized access, disclosure, or misuse.

Governing Law and Jurisdiction

- This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.
- The courts of the United Arab Emirates shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Agreement.

