


# Client Agreement

October 2025

# General Terms & Conditions

## 1. Parties and introduction

1.1 AFS Global Limited (hereinafter referred to as AFS or the "Company") is incorporated in Federal Territory of Labuan, Malaysia with a registration number of LL14899. Our registered office is located at Unit B, Lot 49, 1st Floor, Block F, Lazenda Warehouse 3, Jalan Ranca-Ranca, 87000 F.T. Labuan, Malaysia. AFS is authorized and regulated by the Labuan Financial Services Authority (LFSA) and has a License number MB/18/0025 to carry on Labuan money broking business, and License number FML/21/0060A to carry on business as a Labuan fund manager issued under the Labuan Financial Services and Securities Act 2010 of Malaysia to carry out Money Broking and other permitted services as defined in this Agreement. You can check this on the LFSA's register by visiting the LFSA's website:

**Money broking License:**
https://www.labuanfsa.gov.my/areas-of-business/financial-services/money-broking/list-of-money-brokers

**Fund Manager License:**
https://www.labuanfsa.gov.my/areas-of-business/financial-services/capital-markets/list-of-fund-managers

or by contacting the LFSA at:

| | |
|---|---|
| **Phone (General):** | 0060 87 591 200 |
| **Email:** | communication@labuanfsa.gov.my |
| **Address:** | Level 17, Main Office Tower<br>Financial Park Complex<br>Jalan Merdeka<br>87000 Labuan, Malaysia |

1.2 These General Terms and Conditions together with Appendices 1 and 2, as amended from time to time, (together "this Agreement") sets out the terms upon which the Company will offer services to the Client and shall govern all trading activity of the Client with the Company during this Agreement. These General Terms and Conditions apply to all types of Financial Instruments offered by the Company, whilst each Appendix is limited to its scope described therein.

1.3 By entering into this Agreement, the Client acknowledges that he/she has read, understood and accepted the terms of the Conflicts of Interest Policy, Risk Disclosure, and Privacy Policy, as well as any information (legal or otherwise) posted on the Company's website, as may be amended from time to time.

1.4 This Agreement overrides any other agreements, arrangements, expressed or implied statements made by the Company or any Introducer(s). This Agreement shall commence once the prospective client receives an e-mail that contains his/her personal Client Account number.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

**1.5 Amana runs a number of business development and marketing activities and campaigns through different channels, including digital, social medial, influencers, referrals, introducing broker. Should the Client be introduced to the Company by such means of 'introduction', the Company may or may not pay the introducer for trades made by the Client.**

## 2. Definitions

**2.1 In this Agreement:**

"Abnormal Market Conditions" means exceptional market events that create conditions, such as, (a) the suspension, closure or limitation of trading of an Instrument or its underlying asset from an Exchange; (b) the liquidation, delisting or winding down of a listed company the shares of which constitute the underlying asset of an Instrument; (c) imposition of limits and/or restrictions by national or supranational competent authorities, governments, or other competent bodies that prevent or limit or restrict the Company's ability to offer its services or otherwise prevent or limit or restrict trading on the Trading Platform; (d) significant volatility or instability in any relevant market, so that the price of the Instrument or underlying asset becomes negative or approximately zero; (e) instances outside our control where we are unable to receive data continuously and/or we receive incorrect data from our third-party service providers; (f) a stock market crash.

"Abusive Trading/Market Abuse" shall include any of, but not limited to (list is not exhaustive), the following actions such as, placing "buy stop" or "sell stop" Orders prior to the release of news relevant to the Underlying Market or Asset, arbitrage, scalping, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform or use (without the prior and written consent of the Company) of any robots, spiders or other automated data entry system with the Platform any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client Account.

"Access Data" shall mean the use's name and password of the Client (which are required to place Orders with the Company on the Company Online Trading System); the Account Number and the Phone or Trading Desk Password (which are required to place Orders with the Company via phone); or any other codes or passwords or information which are essential in order to place Orders with the Company.

"Account Application Form" shall mean the application form/questionnaire completed by the Client (online or in a hard copy) in order to apply for the Company's Services under this Agreement, via which the Company will obtain amongst other things information for the Client's identification and due diligence in accordance with the applicable regulations.

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

"Agreement" shall mean these General Terms and Conditions and Appendices 1 and 2, as amended from time to time, and any subsequent Appendices added thereto.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

"Applicable Rate" shall mean:

a. Bank of Canada Bank Rate, if the Currency of the Client Account is in Canadian Dollar;

b. Bank of England Official Bank Rate, if the Currency of the Client Account is in Britain Pound;

c. Bank of Japan Discount Rate, if the Currency of the Client Account is in Japanese Yen;

d. European Central Bank (repo) Interest Rate, if the Currency of the Client Account is in Euro;

e. Federal Funds Rate, if the Currency of the Client account is US Dollar;

f. Monetary Authority of Singapore Interest Rate, if the Currency of the Client Account is in Singapore Dollar;

g. Reserve Bank of Australia Official Interest Rate, if the Currency of the Client Account is in Australian Dollar;

h. Reserve Bank of New Zealand Official Cash Rate, if the Currency of the Client Account is in New Zealand Dollar;

i. Swiss National Bank Key Interest Rate, if the Currency of the Client Account is in Swiss Francs.

j. In the event of other Currencies of the shall mean either the natural or legal person who is expressly authorised by the client to act on his/her behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Company from time to time.

"Applicable Regulations" shall mean:

a. FSA Rules and any other rules of a relevant regulatory authority in Malaysia having power over the Company;

b. the rules of the relevant underlying market; and

c. all other applicable laws, rules and regulations of Malaysia including, without limitation, those applicable in the Labuan International Business and Financial Centre, Malaysia.

"Ask" shall mean the higher price in a quote at which the price the Client may buy in a Financial Instrument.

**"Authorised representative"** shall mean either the natural or legal person who is expressly authorised by the client to act on his/her behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Company.

**"Balance"** shall mean the total financial result in the Client account after the last completed transaction and depositing/withdrawal operation at any period of time.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** shall mean the lower price in a quote at which the Client may sell, in a Financial Instrument.
“Business Day”

I. in relation to services other than spots on a security, basket or index, any day (other than a Saturday or Sunday) on which banks are open for business in New York, in the Federal Territory of Labuan, Malaysia and in Cyprus.

II. in the case of services relating to spots on a security, basket or Index to which limited hours trading applies, any day on which the exchange on which the relevant security has its primary listing, or the exchange on which the index operates, whichever is applicable, is open for trading, and shall exclude any day on which all trading on the relevant exchange is closed or suspended.

III. in the case of services relating to spots on a security, basket or index to which limited hours trading does not apply, any day on which any relevant exchange is open for trading.

“Client” shall mean either the natural or legal person who receives the e-mail, referred to in clause 3.1.

“Client Account” shall mean the Client’s account opened with the Company to allow the Client trade with the Company and which includes the Client Terminal.

“Client Terminal” shall mean the MetaTrader trading platforms version MT4 and or version MT5, in addition to any platform trading facilitates including (but not limited to) WebApp and MobApp traders, which are used by the Client in order to obtain information on underlying markets in real- time, to make technical analysis of the markets, make Transactions, place / delete / modify Orders, as well as to receive notices from the Company and keep record of transactions.

“Company Online Trading System” shall mean the Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, the trading platforms, all programs and technical facilities providing real-time quotes, making it possible for the Client to obtain information of underlying markets in real time, make technical analysis on the markets, enter into transactions, place / delete / modify orders, receive notices from the Company and keep record of transactions; and calculating all mutual obligations between the Client and the Company. The Company Online Trading System consists of the server and the Client Terminal.

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

“Contract for Differences” or “CFD” shall mean the Leveraged Financial Instrument which is a contract for differences by reference to variations in the price of an underlying asset, although the Company on its website or in advertisements or on the Company Online Trading System or in practice may use a different name for different types of CFDs depending on the underlying asset.

"Corporate Event" shall mean a corporate event that may impact the share price of the relevant company/issuer. Corporate Actions include e.g. share and rights issues, delistings, mergers and



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

demergers, take-overs offers (and similar), re-organisations, conversions, share consolidations, share splits, sell-offs and dividends, name changes and rebranding, dividend distributions, insolvency, delisting and changes to applicable Law or regulation.

"CRS" developed by the Organization for Economic Cooperation and Development (OECD), is a global common reporting standard for the automatic exchange of information (AEoI). The goal of CRS is to allow tax authorities to obtain a clearer understanding of financial assets held abroad by their residents, for tax purposes.

"Currency of the Client Account" shall mean the currency that the Client Account is denominated in, which may be in the Company's discretion from time-to-time Australian Dollar, British Pound, Canadian Dollar, Euro, Hong Kong Dollar, Japanese Yen, New Zealand Dollar, Singapore Dollar, Swiss Franc and US Dollar or any other currency as offered by the Company from time to time.

"Currency Pair" shall mean the object or underlying asset of a Financial Instrument transaction based on the change in the value of one currency against the other. A currency pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the quote currency is needed to purchase one unit of the base currency.

"Derivative" shall mean a complex type of Financial Instrument such as CFDs, NDFs and Options (but not only) which are usually leveraged (but not always) and therefore carry a very high level of risk and is agreed between two or more parties. The derivative is a contract that derives its value from the performance of an underlying asset. Derivatives can be used for a number of purposes, including insuring against price movements (hedging), increasing exposure to price movements for speculation, or getting access to otherwise hard-to-trade assets or markets.

"Equity" shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: Equity = Balance + Floating Profit – Floating Loss.

"Error Quote" or "Spike" shall mean an error Quote having the following characteristics:

a. a significant Price Gap;

b. in a short period of time the price rebounds with a Price Gap;

c. before it appears, there have been no rapid price movements; and

d. before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

"Event of Default" shall have the meaning given in paragraph 19.1.

"Expert Advisor" shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform/system. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Company Online Trading System to automatically adjusting stop loss, trailing stops and take profit levels.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

"Fair Stop Out" shall mean the closing of positions with the highest loss, in the event the margin level falls below the required minimum, in a Leveraged Derivative. The Fair Stop Out for non-leverage derivative positions will be when the Equity falls to zero.

"FATCA" (Foreign Account Tax Compliance Act) promotes cross border tax compliance by implementing an international standard for the automatic exchange of information related to US taxpayers. FATCA regulations require tax authorities to obtain detailed account information for US taxpayers on an annual basis.

"Financial Instrument(s)" shall mean the Financial Instruments available for trading on the Platforms of the Company from time to time and includes Derivatives, Leveraged Derivatives, and Securities.

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

"Force Majeure Event" shall have the meaning as set out in paragraph 20.1.

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

"Group" or "member of the same Group" shall mean a company that shares the same shareholders as the Company by at least 25% of share capital.

"Indicative Quote" shall mean a Quote at which the Company has the right not to accept any instructions or execute any orders.

"Introducer" shall mean a third party who introduces prospective clients to the Company.

"Instruction" shall mean an instruction from the Client to the Company to open or close a position or to place or delete an order.

"Leverage" shall mean a ratio in respect of Transaction Size and Margin. 1:50 ratio means that in order to open a position, the Margin is 2% of the amount of the transaction.

"Leverage Derivative" shall mean the Over-the-Counter (OTC) Financial Instrument that carries leverage and is a Derivative. Such instruments are very risky as they trade on leverage (the higher the leverage the higher the risk). Leverage Derivatives include financial instruments such as CFDs and Options.

"LFSA" shall mean the Labuan Financial Services Authority established under the Labuan Financial Services Authority Act 1996 and includes its successor in title, which is the Company's supervisory authority.

"LFSA Rules" shall mean the rules, directives, regulations, guidance notes, and recommendations of LFSA.

"Long Position" shall mean a buy position that appreciates in value if underlying market prices increase.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

“Lot” shall mean a unit measuring the transaction amount specified for each underlying asset (Financial Instrument) traded in the MetaTrader trading platforms MT4 and MT5.

“Lot Size” shall mean the number of an Underlying Asset in one Lot in a Financial Instrument.

“Margin” shall mean the necessary guarantee funds to open or maintain Open Positions for each type of Financial Instrument.

“Margin Call” shall mean the situation when the Company informs the Client to deposit additional margin when the Client does not have enough margin to open or maintain Open Positions.

“Margin Level” or “Health Level” shall mean the percentage of equity to margin ratio. It is calculated as: Margin Level = (Equity / Margin) x 100.

“Margin Trading” shall mean Leverage trading when the Client may make transactions having less funds on the Client Account in comparison with the Transaction Size.

“Matched Positions” shall mean long and short positions of the same Transaction Size opened on the Client Account for the same Financial Instrument.

“Non-Deliverable Forward” or “NDF” shall mean a Derivative Financial Instrument, which is a cash-settled forward contract between the Client and the Company to buy or sell an Underlying Asset at a specified price on a future date. There is no delivery or ownership of the Underlying Asset to the Client, hence the name "non-deliverable." The Company shall buy the Underlying Asset for it own account and this shall allow the Client to be entitled to dividend payments (and will have claim over Corporate Actions apart from voting rights.

“Open Position” shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction, in a Financial Instrument.

“Order” shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level, in a Financial Instrument.

“Order Level” shall mean the price indicated in the Order, in a Financial Instrument.

“Overnight Fee” or “Rollover” shall mean the fees charged for keeping open trading positions overnight.

“Parties” shall mean the parties to this Agreement – the Company and the Client.

“Politically Exposed Persons” refers to: (a) foreign PEPs – individuals who are or who have been entrusted with prominent public functions by a foreign country. For example, Heads of State or Government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations and important political party officials; (b) domestic PEPs – individuals who are or have been entrusted domestically with prominent public functions. For example, Heads of State or Government, senior politicians, senior government (includes federal, state and local government), judicial or military officials, senior executives of state-owned corporations and important political party officials; or (c) persons who are or have been entrusted with a prominent function by an international organisation which refers to members of senior management. For example, directors, deputy directors



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

and members of the Board or equivalent functions. The definition of PEPs is not intended to cover middle ranking or more junior individuals in the foregoing categories; (d) individuals who are related to persons in (a) to (c) either directly (consanguinity) or through marriage.

A family member in this context, includes: (i) parent; (ii) sibling; (iii) spouse; (iv) child; or (v) spouse's parent, for both biological or non-biological relationships; and (e) any individual closely connected to persons in (a) to (c), either socially or professionally. A close associate in this context includes: (i) extended family members, such as relatives (biological and non-biological relationship); (ii) financially dependent individuals (e.g. persons salaried by the PEP such as drivers, bodyguards, secretaries); (iii) business partners or associates of the PEP; (iv) prominent members of the same organisation as the PEP; (v) individuals working closely with the PEP (e.g. work colleagues); or (vi) close friends, as may be supplemented or replaced by any guideline issued by LFSA from time to time.
**"**Price Gap" shall mean the following:

a. the current Quote Bid is higher than the Ask of the previous Quote; or

b. the current Quote Ask is lower than the Bid of the previous Quote.

"Product Specifications" shall mean the principal trading terms in the Financial Instruments (for example these may include margin, spread, overnight fees, lot size, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, ticket fees for 'swap free' Client Accounts, company costs, charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of Financial Instrument and/or type of Client Account as determined or altered or modified by the Company from time to time in its discretion. The Product Specifications appear on the website of the Company.

"Quote" shall mean the information of the current price for a specific underlying asset in the form of the bid and ask prices.

"Quote Currency" shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

"Quotes Base" shall mean Quotes Flow information stored on the server.

"Quotes Flow" shall mean the stream of quotes in the Company Online Trading System for each Financial Instrument.

"Request" shall mean a request from the Client to the Company given to obtain a Quote. Such a Request does not constitute an obligation to make a Transaction.

"Securities" shall mean shares, bonds, futures contracts, units in collective investment undertakings, money- market instruments, negotiable instruments and other type of Financial Instruments are negotiable on the capital market, with the exception of instruments of payment, such as shares in companies and other securities equivalent to shares in companies, partnerships or other entities, and depositary receipts in respect of shares, bonds or other forms of securitised debt and any other securities giving the right to acquire or sell any such transferable securities or giving rise to a cash settlement determined by reference to transferable securities, currencies, interest rates or yields, commodities or other indices or measures, which may be available by the Company from time to time.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

"Services" shall mean the services which may be provided by the Company to the Client under this Agreement as set out in paragraph 4.

"Short Position" shall mean a sell position that appreciates in value if underlying market prices fall. Short Position is the opposite of a Long Position.

"Slippage" shall mean the difference between the expected price of a Transaction in a Financial Instrument, and the price the transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

"Spread" shall mean the difference between Ask and Bid of an underlying asset at that same moment.

"Trailing Stop" shall mean a stop-loss order set at a percentage level below the market price for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

"Transaction" shall mean any transaction transmitted for execution on behalf of the Client or entered into with the Client or executed on behalf of the Client under this Agreement in Financial Instruments.

"Transaction Size" shall mean the size of the position in Currency.

"Underlying Asset" shall mean the underlying asset in a Derivative available for trading with the Company from time and found on the Company website, such as for example Currency Pairs, Futures, Energy Futures, Agricultural Futures, Equity Indices, Metals, Commodities, Forwards, Cryptos, Digital Assets, International and Regional Stocks, Options, OTC or Exchange listed products etc.

"Underlying Market" shall mean the relevant market where the Underlying Asset is located.

"Unit" shall mean, in relation to a Financial Instrument, a unit measuring the Transaction amount specified for each Underlying Asset traded in the MobApp and WebApp trading platforms.

"Unit Size" shall mean the number of Underlying Asset in one Unit in a Financial Instrument.

"Website" shall mean the Company's website at www.amana.app and www.afsg.trade, or such other website as the Company may maintain from time to time.

"Written Notice" shall have the meaning set out in paragraph 14.2.

2.2 Any reference to any act or regulation or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 3. Client account opening procedure

3.1 Upon receipt of the 'Account Opening Application Form', and in accordance with the internal policies and applicable regulations as amended from time to time; the Company will conduct due diligence on its Client and it shall ask Clients to provide information and/or documentation that identify each client who wishes to effect trading activity with the Company.

3.2 After the applicant has successfully completed the above registration form and has been accepted by the Company as a Client, a Client Account will be opened, and credentials (login and password) will be generated and emailed to him. The Client may use a Service from the date on which the Client receives the said notice informing him that he has been approved by the Company as a client, and that his Client Account has been opened. It is understood that the Company is not to be required to accept any natural or legal person as its client until all required documentation has been received, and all internal checks (including without limitation anti-money laundering) have been completed to the Company's satisfaction. Furthermore, it is the responsibility of the Client to complete the application forms truthfully, to provide complete, correct and accurate information; and to notify the Company in writing if any of the information provided has changed.

3.3 The Company may conduct additional searches as it deems appropriate at any stage of the relationship. The client is expected to assist with any additional information, as failure to do so would lead to termination of the relationship between him and the Company in accordance with the terms of this Agreement. The Company also holds a Fund Manager license, regulated by the LFSA. There no leverage limit restrictions under this license where the client will hold also an account with this entity.

3.4 Should the client wish to request to open an additional account(s) this will be governed by the same terms and conditions of this agreement signed between the Client and the Company along with any existing or future agreement(s) or document(s) that might be received thereto and governing the relationship between the Client and the Company. The Client will be provided with only one (the same) set of Login and Password to enter into the Company's login member area but a different account and password for the additional account(s) to enter the trading platform to trade, give instructions and place Orders.

3.5 Successful completion of the Account Opening Procedure with the Company will result in the Client receiving access to the services of the Group. This will give access and provide the Client with additional flexibility to have higher leverage to 1:100 across a range of derivative products. The Company also holds a Fund Manager license, regulated by the LFSA. There are no leverage limit restrictions under this license where the Client will hold also an account with this entity.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

# 4. Services

4.1 As part of the investment services that the Company offers, the Company will offer Transactions in a range of Financial Instruments. The Company will update the products / Financial Instruments that are available from time to time on the Company Online Trading System, but they will normally include Transactions in:

a. Leveraged Derivatives, such as CFDs and Options.

b. Non-Leveraged Derivatives such as NDFs, including non-leverage cryptos.

c. Securities (classified by the Company either as International or Regional Shares).

4.2 This Agreement covers the following investment services, which may be offered by the Company to the Client, depending on the type of Financial Instrument:

a. Execution of Orders in Derivatives (both Leveraged and Non-Leveraged) such as CFDs and NDFs, according to Appendix 1;

   It is understood that when the Client trades in Derivatives, the Client is not entitled to the ownership or possession of the Underlying Asset and there is no delivery of the Underlying Asset. Hence the Company does not offer any custody services / safekeeping of the Underlying Asset.

b. Reception and Transmission of Client Orders in Securities which are classified as International Shares. The Order shall be sent by the Company for execution (i.e. buy or sell of Securities) to a broker agreed between the parties (Client's Broker), with whom the Client has a direct contractual relationship.

   It is understood that under the direct contract between the Client and the Client's broker, the broker shall execute Client Orders and shall also offer custody services / safekeeping of the Client Securities bought, and hence the Company shall have no liability in this respect.

c. Reception, Transmission and Execution of Client Orders in Securities which are classified as Regional Shares. In relation to such Securities the Company shall arrange for these to be held in the name of the Company, acting on behalf of the Client, with a duly licensed sub-custodian who shall provide the custody services / safekeeping of these.

4.3 Ancillary to the investment services, the Company shall also accept and hold Client money (according to paragraph 5 and according to Applicable Regulations) to be used for trading purposes, shall affect withdrawal requests of Client Money (according to paragraph 6) and effect Currency Conversions (according to paragraph 10), provided they are associated with the trading activity of the Client.

4.4 The Services are offered subject to the Client's obligations under this Agreement being fulfilled. The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Financial Instruments or Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

4.5 The Company may at its discretion cover or hedge any Transactions with its Liquidity Provider, but the Client will have no recourse against any of the Company's Liquidity Providers.

4.6 The Client may trade through his/her Client Account from 00.00 server time (GMT+2) on a Monday until 00.00 server time (GMT+2) on a Friday. Crypto Assets trade 24 hours per day 7 days a week (24/7). It should be noted that trading of certain Financial Instruments occurs during specific timeframes; the Client is responsible for looking at the Product Specifications for further details, prior to placing Orders. The Client shall be notified of any Company holidays through the internal e-mailing system.

4.7 Successive completion of the Account Opening Procedure and acceptance by the Company to open trading account upon approved by Compliance will result in the Client receiving access to the services of the Group. The Client's trading account with the Company grants access to both of the Company's licenses, namely Money Broker License number MB/18/0025; and, Fund Manager License number FML/21/0060A.

4.7.1. Client will be granted higher leverage to 1:100 which is provided in accordance with the privileges granted by the Fund Manager license, which has no maximum leverage restrictions.

4.7.2. The Client's consent to such terms and conditions will be obtained prior to the commencement of the Services.

4.7.3. The Client' consents and accepts that will have to take and pass the appropriateness test designed to verity the Client's knowledge and experience on derivative products.

4.7.4. There is no additional or special agreement between the Client and the Group entity and the outsourced Services therefore will be governed by the terms and conditions of this agreement.

4.7.5. The Company disclaims liability for any acts, omissions, or breaches by the Group entity unless explicitly agreed otherwise.

## 5. Handling of client money

5.1 Money held with the Company shall be held in reputable banks in Malaysia or outside Malaysia. This means that different rules, regulations and laws may apply to these bank accounts, so that in the event of an insolvency, money in a client money account held with that bank may be treated differently to money held with a Malaysian Bank.

You should consider taking independent legal advice if you are concerned about the implications of this.

5.2 The Company will separate Client money from its own money by keeping it in a separate bank account. This is called a "Client Money Account". Such Client money shall at no time be mixed with the general assets or money of the Company.

5.3 The Company shall be allowed to hold Client money, and other clients' money, together in the same Client Money Account, known as omnibus account. The Company shall maintain proper records of the



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

Client money accounts. The balance of Client Money Account shall be reconciled with internal records and each Client's records on a monthly basis so as to ensure accuracy and consistency.

5.4 The Company shall make provisions so that Client money shall not be available for the payment of debts of the Company or liable to be paid or taken in execution under an order of process of court for payment of the debt of the Company.

5.5 The Company is not responsible for the insolvency, acts or omissions of any bank, although it will take reasonable care when choosing which bank to open a Client Money Account with.

5.6 The Company shall not pay the Client any interest on any client money it holds unless it is required in accordance with Applicable Law.

5.7 The Client authorises the Company to transfer Client money to a third party to fund or provide collateral for a Transaction of yours. Such third party may include an Affiliate, an OTC counterparty, an exchange, or a clearing house, or a broker. The Client accepts that the Company is not liable for any acts, omissions, insolvency or dissolution of such third party, unless any losses which the Client incurs have been caused by the Company's fraud, willful default or gross negligence.

5.8 In the event of the insolvency or any other analogous proceedings in relation to a third party which has been appointed to hold Client money, the Company may only have an unsecured claim against the party on behalf of the Client. This means that the Client may be exposed to the risk that the money received by the Company from such party is insufficient to satisfy the claims of the Client.

## 6. Money transfers

6.1 The Client understands and accepts that in order to secure the identity of the transferor/Client, the Company only allows transfers of funds to and from the Client's Account(s) to and from the Client's own accounts in other banks or financial institutions. This entails that the Company must receive sufficient information about the transfer from the transferring bank to ensure the identification of the relevant Client and relevant Account on which the funds shall be booked. Therefore, the Client understands and accepts that the Company is only able to place and book any transferred funds, if the Company is able to properly identify the Client and the Account on which the funds shall be booked.

6.2 The Company operates a strict compliance policy and returns all client withdrawals back to the same source and via the same funding method the client sent the funds in the first place.

6.3 For incoming transfers of currency, the funds are booked and at disposal in the Client Account without undue delay after the Company has received the funds and in accordance with applicable law, subject to the instruction being complete and correct. The funds will not be taken into account for purposes of the Client's Margin Requirement before the funds are booked and at disposal in the Client Account.

6.4 Any withdrawal of Client money outside the Company shall be completed by the Company within three (3) working days from the date of the Client's withdrawal request, subject to Applicable Law.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

amana.app clients with no open positions can withdraw at any time the full amount. amana.app clients with open positions can withdraw up to 90% of the available balance. amana MT4/5 clients with open or no open positions can withdraw at any time 100% of the Free Margin.

6.5 When the Client transfers funds between two Client Accounts held with the Company, the funds are at disposal on the receiving Client Account on the day of the transfer.

6.6 Payments into the Client Account are deposited by the Company on the condition that the Company receives the amount in question.

6.7 The Client understands and accepts that the Client must always supply the Company with complete and correct payment details when providing payment instructions, including IBAN number and BIC code where relevant. When providing payment instructions, the Client shall use the form available on the Website. In the absence of the said information, the Company is not liable for the completion of the transfer, nor for any delays or extra costs arising from the absence of e.g. the IBAN number and/or BIC code.

6.8 The Client acknowledges that the Company cannot be held liable:

a) for the number of days passing between the transfer of funds by the sending bank until the funds are received by the Company and booked in the Client Account.

b) for the number of days passing between the transfer of funds from the Company once the Company has executed the withdrawal request and transmitted the money from its side, until the funds are booked on the account with the receiving bank; this is without prejudice to the Company's obligation under paragraph 6.3.

c) for any costs arising from any delays caused by and any errors made by the receiving financial institution or its intermediate financial institutions.

d) in Abnormal Market Conditions, Force Majeure Events and similar events which can cause the booking of funds to be delayed.

6.9 Cut off Times apply as to when a transfer request will be processed. Cut off times are available on the Website.

## 7. Netting and set off

7.1 The Company has the right to set off any amounts of the Client held by the Company against any amounts owed by the Client to the Company.

7.2 If the Client, at any time during the Client relationship, has a negative Balance in any Client Account, the Company is entitled, but not obligated, to net between the Client's Accounts.

7.3 If an Event of Default occurs, all obligations between the Company and the Client shall upon the Company's notice to the Client be terminated (closed out) and netted into one termination amount by



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

way of close-out netting. The value of Derivative or Securities shall be determined in accordance with the following:

a. Rates at which the Derivatives or Securities shall be closed shall be market rates applicable on the day on which the Company decides to close the Contracts; and/or

b. the Company may, at its sole discretion, determine the rates of Derivatives by obtaining a quote from a broker in relation to the asset in question or by applying rates from electronic financial information systems or other reasonable sources as determined by the Company.

7.4 In addition to the amounts set out in paragraph 7.3, the Company may include any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to transactions terminated.

7.5 If any obligations owed between the Company and the Client that are netted or set off are not in the same currency, the obligations shall be converted by the Company in accordance with paragraph 10.

7.6 When determining the value of obligations to be netted under this paragraph 7, the Company may apply its usual spreads and include all costs and other charges.

## 8. Advice

8.1 The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments. The Client alone will enter into Transactions and will take relevant decisions based on his own judgement. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

8.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

8.3 **Account Maintenance Fee.**

8.3.1 We reserve the right to charge an account maintenance fee of $10 per month to Client Accounts that meet the following criteria:

i. The Client Account has been inactive for a period of 12 months (i.e., no trading activity or deposits during this time).

ii. The Balance in the Client Account is below $100.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

8.3.2 The account maintenance fee will be deducted from the remaining Balance in the Client Account until the balance is zero, at which point the Client Account will be closed. The Client will be notified at least 30 days in advance of the first deduction.

8.3.3 This fee is intended to cover the administrative costs and market data associated with maintaining inactive Client Accounts."

## 9. Market commentary

9.1 The Company may, from time to time and at its discretion if permitted by Applicable Law, provide the Client (or in newsletters which it may post on its mobile Amana trading application, web trading application, website or provide to subscribers via its website or otherwise) with information, news, market commentary or other information but not as a service. Where it does so:

a. the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction;

b. this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;

c. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons – and in general all proprietary rights and confidential rights as per rules and applications apply;

d. The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

9.2 The client accepts that the company bears no responsibility for the download, installation and use of any trading related solutions such as expert advisors or trailing stops. If it comes to the attention of the Company that the Client is using any such solutions the former has the right to terminate the provision of investment and ancillary service to the latter, under the 'Termination and Default' section, in order to protect the orderly operations of the trading platform(s).

9.3 It is understood that market commentary, news, or other information provided or made available by the Company (and which are not part of any Service under this Agreement) are subject to change and may be withdrawn at any time without notice.

## 10. Currency conversions

10.1 In the event the Company is permitted or obliged to make a payment on behalf of the Client or to make a deposit into the Client Account in accordance with this Agreement, the Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a payment in a currency other than the Client Account or deposit into the Client Account in the currency of the Client Account in accordance with Applicable Law. The Client authorises the Company to convert sufficient money into the required currency at reasonable exchange rates as the



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

Company shall select, having regard to the prevailing market rates and subject to the foreign exchange policy requirements. In no event shall the Company apply any mark up to the Client.

10.2 If the Client investments (such as Securities) are denominated in a currency other than that in which the initial investment was made, returns could be reduced, or losses incurred, due to currency fluctuations. Where a market permits the Company or a broker to settle an investment in an alternate currency, they may do so depending on the corresponding currency account set up with the Company's sub-custodian, such settlement may be affected by currency fluctuations. The Client will bear all foreign currency exchange risk arising from any transaction or the exercise by the Company of its rights under this Agreement or any law.

## 11. Transparency statement - commission fees

11.1 It is a principle of the Company to be transparent regarding its pricing, risk management and revenues as well as commissions and fees. Details of these appear on the website at Transparency Statement and these shall be binding on the Client, so the Client is required to check these before placing any Orders.

11.2 On the Company's Transparency Statement shows what types of Commissions and Fees applies for each Asset available on the Company's trading platform.

11.3 Details of any taxes which the Company is required to pay on the Client's behalf will be stated on Confirmations issued to the Client. The Client may also be liable for other taxes which are not collected by the Company and the Client should seek independent expert advice if he is in any doubt as to whether he may incur any further tax liabilities. Tax laws are subject to change from time to time.

11.4 The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

11.5 The Client undertakes to pay all stamp expenses relating to this Agreement and any other document which may be required for the carrying out of the Transactions under this Agreement.

11.6 Any amount which is not paid in accordance with this Agreement on the due date thereof shall bear interest at the applicable rate plus 4 per centum per annum, for each day for which such amount remains unpaid, which represents the costs on the Company from the non-payment.

11.7 The Client acknowledges that all amounts that are due to the Company shall be deducted from the Client Account.

11.8 Subject to Applicable Law, the Company operates a non-negative protection policy for all Client Accounts with Equity equal or over USD 50,000. Therefore, Client Accounts with equal or over USD 50,000 are exposed to losing more that they have invested and be asked therefore to make further payments to pay for the negative equity balance.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 12. Confirmations and statements

12.1 Information on Order(s) status, Client Account status, trade confirmations and messaging facility between the parties will be sent to the Client upon request, either in electronic form - by e-mail - to the email address which the Company will have on record; and/or via the internal mailing system of the Company's Online Trading System.

12.2 The Client is obliged to provide the Company with an e-mail address for the purposes of paragraph 12.1.

It is the Client's responsibility to inform the Company of any change to his email address (or any other relevant personal information), the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

12.3 The Company will send to the Client, in the method specified above in paragraph 12.2 and/or via the Client Terminal, a Trade Confirmation in respect of each executed Order.

12.4 If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), he shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of his receipt of any impugned trade confirmation.

12.5 If the Company holds Client money, it shall send to him at least once every year a statement of those funds unless such a statement has been provided in any other periodic statements or otherwise in accordance with Applicable Law.

12.6 The Company will provide the Client with online access to his Client Account via the Company Online Trading System, which will provide him with sufficient information in order to manage his Client Account and comply with LFSA rules in regard to Client reporting requirements.

## 13. Language

13.1 The Company's official language is the English language and the Client should always read and refer to the main website for all information and disclosures about the Company and its activities and to the English version of this Agreement. Translation or information provided in languages other than English (including without limitation of this Agreement) is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 14. Communications, written notices and provision of information

14.1 Unless otherwise stated in this Agreement, any notice, instruction, request or other communication (other than Orders) to be given to the Company by the Client under this Agreement, shall be in writing and shall be sent to the Company's contact details below (or to any other contact details which the Company may from time to time inform the Client for this purpose) by email, facsimile, post if posted in Malaysia , or airmail if posted outside Malaysia, or commercial courier service; and shall be deemed delivered only when actually received by the Company at:

| |
|---|
| **Address:** Post office: Office 3, Jamie Business Centre, Unit F10, First Floor, Paragon Labuan, Jalan Tun Mustapha 87000, F.T Labuan |
| mysupport@amanacapital.com<br>Later will be: support@amana.app |

14.2 In order to communicate with the Client, the Company may use any of the following: email; Company Online Trading System internal mail; facsimile transmission; telephone; post; commercial courier service; air mail; or the Company's website. A communication effected by any of the methods of communication specified in this paragraph is considered a written notice from the Company.

14.3 Any communications sent to the Client (documents, notices, confirmations, statements etc.) is deemed received:

a. If sent by email, within one hour after emailing it;

b. If sent by Company Online Trading System internal mail, immediately after sending it;

c. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the Business Hours at its destination;

d. If sent by telephone, once the telephone conversation has been ended;

e. If sent by post, seven calendar days after posting it;

f. If sent via commercial courier service, at the date of signing of the document on receipt of such notice;

g. If sent by air mail, eight business days after the date of their dispatch;

h. If posted on the Company webpage, within one hour after it has been posted.

14.4 In order to communicate with the Client the Company will use the contact details provided by the Client on the application form or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

14.5 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

14.6 It is agreed that the Company shall provide the Client with up-to-date information on the Company, its services and the conditions on which the services are rendered by publishing such information on the Website.

14.7 It is agreed and understood that the information referred to in paragraph 14.6 above will not be addressed personally to the Client.

## 15. Website, company online trading system and safety

15.1 The Client will not perform any action that could potentially allow irregular or unauthorized access or the use of the Company Online Trading System. The Client accepts and understands that the Company reserves the right, in its discretion, to terminate or limit his access to the Company Online Trading System or part of if the Company suspects that he allowed such use.

15.2 When using the Company Online Trading System, the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Company computer system or Company Online Trading System or cause such system(s) to malfunction.

15.3 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Company Online Trading System.

15.4 The Client is permitted to store, display, analyze, modify, reformat and print the information made available to him through the Company's website or Company Online Trading System. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. The Client represents and warrants that he will not use the Company Online Trading System in contravention of this Agreement, that he will use the Company Online Trading System only for the benefit of his Client Account and not on behalf of any other person, and that he will not use (or allow another person to use) any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Company Online Trading System or use any software, which applies artificial intelligence analysis to the Company Online Trading System. It is agreed and understood that the Client may use application programming interface (API) in order to obtain quotes from the Company Online Trading System.

15.5 The Client agrees to keep secret and not to disclose any Access Data to any person

15.6 The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

15.7 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue them with replacement Access Data. The Client will



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

be unable to place any Orders via the Company Online Trading System until he receives the replacement Access Data.

15.8 The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

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

## 16. Personal data, confidentiality, recording of telephone calls and records

16.1 The Company may collect Client information directly from the Client (in his completed Application Form or otherwise) or when the Client gives the Company permission to obtain information from other accounts. Depending on the settings or the privacy policies for other online services, Client may give the Company permission to obtain information from his/her account in relation to those other services. For example, this can be via social media or by choosing to send us his/her location data when accessing our website from a smartphone.

16.2 The Company will use, store, process transfer and handle personal information provided by the Client (in case of a natural person) in accordance with the Personal Data Protection Act 2010.

16.3 Client's information which the Company holds is to be treated as confidential and will not be used for any purpose other than in connection with the provision of the Services and for marketing purposes (if the Client's consent is obtained). Client may opt- out/unsubscribe from receiving such marketing communication, at any time, by clicking the "unsubscribe button" that can be found on each of emails sent to him. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

16.4 The Client agrees and consents that the Company has the right to disclose his information including recordings and documents of a confidential nature in the following circumstances:

a. To government bodies, law enforcement agencies or competent court, and in response to other legal and regulatory requests, or to other third party where we believe disclosure is necessary as a matter of applicable law or regulation (e.g., in compliance with tax regulations - Common Reporting Standard ("CRS") and Foreign Account Tax Compliance Act ("FATCA").

b. Where requested by LFSA or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;

c. To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

d. To execution venues, brokers, including the Client Broker of paragraph 4.2., or any other third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;

e. To credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence of the Client;

f. To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

g. To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

h. To data reporting service providers as and if required; trade repository or similar if any under the Applicable Law and / or regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR).

i. To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
j. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;

k. Where necessary in order for the Company to defend or exercise its legal rights;

l. At the Client's request or with the Client's consent and to the Client's Authorised Representative;

m. To an Affiliate of the Company;

n. To a sub-custodian, nominee, third party, depository, Authorized Organization, custodian where the Company may hold Client Money or Securities;

o. To persons to whom the Company outsources any of its operations, functions, activities or Services.

16.5 If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee determined by the Company.

16.6 Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

16.7 The Client accepts that the Company may, for the purpose of administering the terms of this Agreement, from time to time, make direct contact with the Client by email, telephone, or otherwise.

16.8 Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement

16.9 The Client has the right to request a readable copy of the information submitted to the Company, or to ask to change, correct, update or erase his/her personal information controlled by the Company. Further details on how the Company processes personal data including its lawful basis of processing personal data, rights of the data subject and information in regard to transfers of personal data: are specified in our Privacy Policy available on our website.

## 17. Amendment of this agreement

17.1 Unless provided differently elsewhere in this Agreement, the Company has the right to amend the terms of this Agreement at any time giving to the Client notice. If the Client does not agree to any intended amendment, the Client should terminate this Agreement and cease to use the Services before the effective date of that amendment. The Client will be deemed to have agreed to the amendments if he continues to use the Services.

17.2 The Company reserves the right to amend, at any time the Costs, Margin Requirements, Product Specifications, remove or add Financial Instruments available at the website, in order to respond to a number of situations including but not limited to specific market conditions, at any time and without prior notice to the Client. The Client is responsible for ensuring to check these before placing any Orders.

## 18. Termination of this agreement

18.1 Each Party may terminate this Agreement by giving at least five Business Days' Written Notice to the other Party. The Company, however, has the right to terminate this Agreement immediately without notice to the Client in an Event of Default as determined under paragraph 19.1.

18.2 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights, or obligations, which may already have arisen under this Agreement such as any Transactions [and deposit/withdrawal of cash from the Client Account].

18.3 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):

a. all outstanding Costs, custody fees and any other amounts payable to the Company;

b. funds as necessary to close positions which have already been opened;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

c. any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm;

d. any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;

e. any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement;

f. any damages which arose during the arrangement or settlement of pending obligations;

g. transfer fees for Client funds;

h. fees of any nominee, third party, Associate, depository, Authorized Organization or custodian in relation to this Agreement;

i. any other pending obligations of the Client under this Agreement.

18.4 Upon Termination, the Company reserves the right to without prior notice to the Client:

a. keep Client's funds as necessary to pay the Company all amounts due as per paragraph 18.3.

b. Combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances;

c. Close any or all Open Positions;

d. Close the Client Account(s);

e. Cease to grant the Client access to the Company Online Trading System;

f. Convert any currency;

g. Suspend or freeze or close any open positions or reject Orders;

h. Refuse to open new Client Accounts for the Client.

18.5 Upon Termination if there is Balance in the Client's favor, the Company will (after withholding money of the Client in such amounts that in the Company's discretion considers in good faith appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Company but the Company has the right to refuse to make third party or anonymous payments.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 19. Default

19.1 Each of the following constitutes an "Event of Default":

a. the failure of the Client to provide any Margin, or other amount due under this Agreement;

b. The failure of the Client to perform any obligation due to the Company;

c. The Client is unable to pay the Client's debts when they fall due;

d. Where any representation or warranty made by the Client in paragraph 22 is or becomes untrue;

e. If an application is made in respect of the Client pursuant to the Insolvency Act 1967 or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

f. The Company is informed that the Client (if the Client is an individual) dies or becomes of unsound mind;

g. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 18.2 or an action set out in paragraph 18.2 is required by a competent regulatory authority or body or court;

h. In cases of material breach by the Client of the requirements established by legislation of the Republic of Cyprus, Malaysia or other countries, such materiality determined in good faith by the Company;

i. if the Company suspects that the Client or his Authorized representative is engaged in money laundering activities or terrorist financing or other criminal activities;

j. The Client or its Authorized Representative involves the Company in any type of fraud or illegality or the Company is at risk of violating any Applicable Regulation if it continues servicing this Agreement.

19.2 If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior Written Notice, terminate this Agreement and/or perform any or all the actions of paragraph 18.4; and/or take any other actions as instructed by the supervisory or other relevant authorities



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

and/or stop accepting Instructions, or orders or directions or communication from the Authorized Representative.

## 20. Force majeure

20.1 A Force Majeure Event includes without limitation each of the following:

a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;

b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;

c. Labor disputes and lock-out;

d. Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

e. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

f. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company);

g. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

h. The suspension, liquidation or closure of any market or the abandonment or failure of any event (including bank failure, bank refusal to allow withdrawals) to which the Company relates its Quotes or places Orders or keeps Client money, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

20.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement) the Company may without prior notice and at any time take any or all of the following steps:

a. Increase Margin requirements without notice;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

b. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;

c. Suspend or modify the application of any or all terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;

d. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

e. Increase Spreads;

f. Decrease Leverage;

g. Reject Client Orders;

h. Suspend or bar access to the Company Online Trading System;

i. Suspend or stop the provision of Services.

20.3 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

20.4 In addition, and independently of the above the Company may use a dynamic leverage model on all Financial Instruments offered on Company Online Trading System. This dynamic leverage model automatically adjusts depending on the size of the Client's position. As the Client increases the size of open positions in a given Financial Instrument, the amount of Margin required to enter the position increases. To learn more on this with the help of numerical examples, please click on the link to download the example sheet available. Clients interested in using dynamic leverage are requested to login to their Client Accounts through the member's area and request the Leverage they want. Note that terms and conditions apply when changing Leverage.

## 21. Limitations of liability and indemnity

21.1 In the event the Company provides information, recommendations, news, information relating to Transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out this Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

21.2 The Company will not be held liable for any damage, expense or loss incurred by the Client in relation to, directly or indirectly arising from but not limited to:

a. Any error or failure in the operation of the Company Online Trading System;

b. Any inaccurate system or price data, including but not limited to delayed prices showing on the trading platform, due to system errors, external data feeds provided by third-party vendors and/or any other reasons;

c. Any delay caused by the Client Terminal;

d. Transactions made via the Client Terminal or Orders placed via the Client Terminal;

e. Any failure by the Company to perform any of its obligations under this Agreement as a result of Force Majeure Event;

f. The acts or omissions of any third party;

g. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;

h. All Orders given through and under the Client's Access Data;

i. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

j. A delay transmitting any Order for Execution;

k. The solvency, acts or omissions of any third party who holds Client money or Securities;

l. If a risk mentioned in the Risk Disclosure materialises;

m. The occurrence of Currency Risk;

n. The occurrence of Slippage;

o. Any of the risks relating to trading materializes;

p. Any changes in the rates of tax;

q. Any actions or representations of the Introducer;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

r. The Client relying on Trailing Stop and/or Expert Adviser or similar automated or robotic trading systems;

s. The Client relying in Stop Loss or Stop Limit Orders or similar;

t. The solvency, act or omission of a third party, or nominee, or register, or bank, or depositary or Authorized organization or custodian where the Company may hold Client money or Securities.

21.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of this Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

21.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to this Agreement.

21.5 Nothing in this Agreement is intended to have the effect of excluding or limiting the Company's duties or liabilities to the Client under Applicable Regulations and the law.

## 22. Representations and warranties

22.1 The Client represents and warrants to the Company the following:

a. The information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;

b. The Client has read and fully understood the terms of this Agreement;

c. The Client is duly authorized to enter into this Agreement, to give Orders, Instructions and Requests and to perform his obligations hereunder;

d. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;

e. The Client declares that he/she is over 18 (eighteen) years of age (in case the client is a natural person) or has full capacity (in case the Client is a legal person); therefore, the Client has capacity to enter into this Agreement;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

f. All actions performed under this Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;

g. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

h. The Client funds are free of any lien, charge, pledge or other encumbrance;

i. The documents handed over by the Client are valid and authentic (its clarified that scanned copies are accepted);

j. The Client has declared in the Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person; (l) there are no restrictions on the markets or Financial Instruments in which any transactions will be sent for execution.

k. By accepting this Agreement, the Client acknowledges that a conflict of interest may arise (as per paragraph 36) when the Company's interests compete or interfere or appear to compete or interfere with his interests. The Client understands and agrees that such circumstances may arise and where they do, the Company will exercise its best endeavors to mitigate them.

## 23. Client acknowledgements of risk

23.1 The Client unreservedly acknowledges and accepts all the risks in the "Risk Disclosure" notice.

## 24. Complaints

For any complaints the client may refer to our Complaints Policy. The Company's Complaint Policy is available on the Company Website.

## 25. Market abuse

25.1 The Client represents and warrants that each representation and warranty as follows is deemed repeated each time he or she opens or closes a position:

a. he/she will not place and has not placed a position or positions with the Company if to do so would result in him or her, or others with whom he/she is acting in concert together, having an exposure to the price of the underlying financial instrument which is equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of declarable interest will be the prevailing level at the material time, set by Law or any exchange upon which the underlying financial instrument is traded; and



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

b. he/she has not placed and will not place an order with the Company in connection with: (i) a placing, issue, distribution or other analogous event; or (ii) an offer takeover, merger or other analogous event in which he or she is involved or otherwise interested.

c. he/she shall not place and have not placed an Order that contravenes any principal or subsidiary legislation or local of foreign law against insider dealing or market manipulation, including but not limited to the provisions of Division 3 of Part IX of the Labuan Financial Services and Securities Act 2010, Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation), as amended from time to time.

25.2 In the event that the Client places any order in breach of the representations and warranties given in this clause, or the Company has reasonable grounds for suspecting that he/she has done so, the Company may at its absolute discretion and without being under any obligation to inform the Client of its reason for doing so, close that position and any other positions that he/she may have open at the time.

The Company may also proceed with the following at its absolute discretion: a) enforce the position(s) against the Client if it is a position(s) under which he/she has lost money; or b) treat all the Client's positions under this clause as void if they are positions under which the client had a profit, unless and until he/she produces conclusive evidence that he/she has not in fact committed the breach of warranty and/or misrepresentation in respect of the matter raising suspicion on which was the ground for closing his/her position(s).

25.3 For the avoidance of doubt if the Client does not produce such evidence within the period of six months from the date on which the positions were opened, all such positions will be finally null and void as between the Client and the Company.

25.4 The Client acknowledges that it would be improper for him to deal in the underlying market if the sole purpose of such a transaction was to impact on the Company's bid or offer prices, and the Client agrees not to conduct any such transactions.

## 26. Rejection of client's orders, requests and Instructions

26.1 Without prejudice to any other provisions herein, the Company is entitled to reject any Order or Request or Instruction of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

a. If the Order or Request or Instruction precedes the first Quote in the Company Online Trading System on the Market Opening;

b. Under Abnormal Market Conditions;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

c. If the Client's Free Margin is less than the Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;

d. It is impossible to proceed with an Order or Instruction due to the size or price or the proposed Transaction being of such a size (too small or too large), that the Company does not wish to accept that Order or Instruction or Transaction, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order or Request or Instruction to be executed due to condition of the relevant Underlying Market;

e. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

f. In consequence of request of regulatory or supervisory authorities of Cyprus or a court order;

g. Where the legality or genuineness of the Order is under doubt;

h. There is absence of essential detail of the Order or the Order or Request or Instruction is not clear or has more than one interpretation;

i. The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;

j. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);

k. Internet connection or communications are disrupted;

l. A Force Majeure Event has occurred;

m. In an Event of Default of the Client;

n. The Client has failed to meet a Margin Call of the Company;

o. It comes to the Company's attention that the client is engaged in Abusive Trading in which case the Company may also have the right to cancel profits made as a result of such Abusive Trading;

## 27. Applicable and governing law and applicable regulations

27.1 This Agreement is governed by the Laws of Malaysia. If a settlement is not reached in accordance with the Complaints Policy, all disputes arising out of or in connection with this Agreement shall be finally settled in court in Malaysia.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

27.2 Notwithstanding any other provision of this Agreement, in providing Services to the Client the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

27.3 All transactions on behalf of the Client shall be subject to Applicable Regulations and any requirements of applicable authorities which govern the operation of the Company, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

## 28. Severability

28.1 Should any provision of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of this Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## 29. Non-exercise of rights

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

## 30. Assignment

30.1 The Company may at any time transfer, assign or novate any of its rights, benefits or obligations under this Agreement subject to providing previous notification to the Client.

30.2 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under this Agreement without prior written consent of the Company.

## 31. Introducer

31.1 The Client acknowledges that the Company is not bound by any separate agreements entered into between the Client and the introducer. It is also made clear that the Introducer are not authorised by the Company to bind the Company in any way, to offer credit in its name, to



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

offer guarantees against losses, to offer investment services or legal, investment or tax advice in its name or collect Client's money.

31.2 The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer. More details on such inducements will be disclosed to the Client upon request.

## 32. Authorized representative

32.1 The Client has the right to authorize a third person (hereinafter "the Authorized Representative") to place Instructions and/or Orders to the Company, give directions, handle any other matters related to the Client Account; or any matters of this Agreement, provided the Client notifies the Company in writing of exercising such a right and this person is satisfies the conditions of the Company for such role and approved by the Company, which may include a submission of a Power of Attorney that is valid and effective.

32.2 Without prejudice to the provisions of paragraph 31.1, unless the Company receives a written notification from the Client for the termination of the authorization of the Authorized Representative, the Company will continue accepting Instructions and/or Orders and/ or other instructions relating to the Client Account given by this person on the Client's behalf and the Client will recognize such orders as valid and binding on him.

32.3 The written notification for the termination of the authorization to a third party has to be received by the Company with at least 5 days' notice prior to the termination of the authorization date.

32.4 It is agreed that the Company has the right for its own protection (but not an obligation towards the Client) to stop accepting Instructions, or Orders or directions or communication from the Authorized Representative in any of the following cases:

a. If an application is made in respect of the Authorized Representative pursuant to the Insolvency Act 1967 or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Authorized Representative makes an arrangement or composition with his creditors or any procedure which is similar or analogous to any of the above is commenced in respect of him;

b. If the Company suspects a material violation by the Authorized Representative of the requirements established by legislation of the Malaysia or other countries, such materiality determined in good faith by the Company;

c. If the Company suspects that the Authorized representative is engaged into money laundering activities or terrorist financing or other criminal activities;



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

d. In any circumstance where the Company reasonably believes that it is necessary or desirable to stop accepting Instructions, or Orders or directions or communication from the Authorized Representative for its own protection or the protection of the Client;

e. The Authorized Representative involves the Company in any type of fraud or illegality;

f. The Company will be at risk of violating any Applicable Regulations or requirement of the LFSA or of other competent authorities should it continue accepting Instructions, or Orders or directions or communication from the said Authorized Representative;

g. If the Company reasonably suspects that the authorized third party is not legally allowed or properly authorized to act as such;

h. An Event of Default occurred.

## 33. Joint account holders

33.1 The Company can accept instructions from any one joint account holder in a Client Account: a. to withdraw amounts from a Client Account; b. to provide information about the Client Account; or c. to close any Client Accounts.

33.2 The Company may not process an instruction relating to a joint account: a. if it suspects fraud or criminal activity; b. if an instruction is unclear; c. if the Company is aware of or suspects a dispute between joint account holders (whether or not related to a specific instruction).

33.3 Debts, liabilities and obligations under this Agreement shall be joint and several to each joint account holder in a Client Account. This means that the Company can demand repayment of the full amount of the debt from all or any joint account holders, and not just a proportion from each joint account holder, even if not aware of the debt.

## 34. Deceased clients

34.1 Where the Company is informed of the death of a Client it will require formal notice of death, for example an original or certified copy of the death certificate or equivalent in the local jurisdiction. The Company reserves the right to request additional documentation. It is intended that the affected Account(s) will subsequently be closed.

34.2 Where all account holders of a Client Account have died the Company will immediately freeze the affected Client Account(s). These Terms will continue to bind the deceased's estate until such time as the Client Account(s) are closed.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

34.3 In the event of the death of one of the joint account holders of a Client Account, all funds held by the Company or its Nominee(s) will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s). Where the account holders told the Company that instructions can only be given by two or more account holders, the Company will only act on and accept Instructions from the surviving account holders once it has received a formal notice of death and any other requested documents.

34.4 Once the Company receives the grant of probate/grant of representation (or such other equivalent in the local jurisdiction) for the deceased's estate, it will accept Instructions from the deceased's Personal Representative(s).

34.5 Where the Company has not yet received the grant of probate/grant of representation (or such equivalent in the local jurisdiction) for the deceased's estate, it may act on instructions from the deceased's Personal Representatives if it is satisfied that such instruction is given by someone with appropriate authority and either:

a. the beneficiaries of the deceased's estate (where identified) have confirmed to the Company in writing that acting on the instruction will not adversely affect the interests in the deceased's estate, the deceased's estate is not insolvent and the estate's creditors have been or will be paid; and/or

b. the instruction relates to the payment of inheritance tax (for which Cash may be released from the Account(s) or is required to be complied with to preserve (in the sole determination of the deceased's Personal Representatives) the value of the deceased's estate. The Company may, in its sole discretion, require an undertaking from any or all of the deceased's Personal Representatives with a commitment to reimburse the Company in the event we suffer any loss (howsoever described) as a result of giving effect to any such Instruction.

## 35. Inactive and dormant client accounts

35.1 Where there has been no activity by you on the Client Account for a period of 24 consecutive months, the Company will take reasonable steps to contact the Client to confirm whether the Client wishes the Client Account to remain open. If the Client does not respond, the Company will treat the Client Account as inactive. Securities will continue to accrue payable income (such as dividends or coupons).

35.2 Where there has been no activity on the Client Account for a period of 36 months or more, the Company may take the following steps:

a. it may terminate this Agreement by giving written notice;

b. it may close the Client Account; and



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

c. it may move money in your Client Account to the Registrar of Unclaimed Monies pursuant to the Unclaimed Monies Act 1965. The Client will be required to apply directly to the Registrar of Unclaimed Monies for the return of such unclaimed moneys.

35.3 Where the Company subsequently obtains the Client's instructions, it undertakes to make good any valid claim and to make repayment to the Client.

## 36. Third-party rights

By accepting this Agreement, the Client acknowledges that a conflict of interest may arise when the Company's interests compete or interfere or appear to compete or interfere with his interests. The Client understands and agrees that such circumstances may arise and where they do, the Company will exercise its best endeavours to mitigate them. Situation of Conflicts of interest may be instances where the Client's interest conflict with our interest, or with another client's interest. For example:

a. the Company may execute hedging transactions before or after entering into a Transaction with the Client to manage its risk in relation to the Transaction, for example, by entering into an equal and opposite trade with a market counterparty including a member of the same Group, which may impact the price the Client will pay or receive for such Transactions, and the Company will retain any profits generated by such hedging. The Company may hedge in such manner as the Company sees fit in its absolute discretion.

b. the Company may enter into arrangements with third parties, or with other clients, where the Company makes payments to them or receive payments from them based on the Client trading activity or volume, where such arrangements are permitted by Applicable Law. These payments may include rebates, commissions, widened spreads and profit sharing;

c. the Company may provide, pay or receive fees, commissions or non-monetary benefits where such payments are permitted by Applicable Law;

d. the Company may share dealing charges with its Affiliate companies or receive remuneration from them in respect of transactions carried out on the Client' behalf;

e. the Company or an Affiliate company may be the counterparty to trades that the Client enters into.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

# Appendix 1 – Derivative trading terms

## 1. Scope

1.1. This Appendix is applicable only when under Malaysian law the Client and the Company are permitted to trade in the Financial Instruments of Derivatives such as CFDs and NDFs.

1.2. Transactions in Derivatives involve usually margined transactions or transactions in Underlying Assets which are traded on exchanges which are not recognized or designated investment exchanges and/or not traded on any stock market or centralized exchange and are considered over-the-counter (OTC) Financial instruments.

## 2. Types of derivatives orders

2.1. The following Derivatives Orders may be placed with the Company, depending on the types of Client Account the Client has:

a. Previously Quoted. The Client sends new Orders with a reference to a previously received executable price.
b. Limit. Orders executed according to Client specifications at the limit price or better until they are filled, cancelled, or expired.
c. Market. Orders are executed immediately at the best available price in the system.

d. Market Range. Orders are executed immediately at the best available price in the system as long as the Slippage is within the range specified

e. Stop. Orders are active but do not execute until the market price reaches the Order's trigger price. Orders are then executed as market or market range orders depending on whether or not the related field is specified.

f. Stop Limit. Orders are active but do not execute until the market price reaches the Order's trigger price. Orders are then executed as limit orders at the order limit price or better.

g. One Cancels the Other (OCO). OCO orders consist of two orders submitted separately and tied by their order IDs (add here what the letters IDs stand for).

## 3. Placing, cancelling, or removing orders and execution of client orders

3.1. Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each type of Financial Instruments appearing on the Company's Website and/or the Company Online Trading System, as amended from the Company from time to time.

3.2. Pending Orders, not executed, shall remain effective through the next trading session (as applicable).

3.3. Market Orders not executed because there is not enough volume or equity to fill them, will not remain effective and will be cancelled.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

3.4. All open positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open position.

3.5. Pending Orders shall be valid in accordance with the type and time of the given Pending Order, as specified by the Client. If the time of validity of the Pending Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders at Stop Out level as per paragraph 7.4(f) below of this Appendix.

3.6. Orders cannot be changed or removed after having been placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).

3.7. The Client may change the expiry date of Pending Orders or delete or modify a Pending Order before it is executed, if it is not Good till Cancelled (GTC).

3.8. During the course of this Agreement in relation to all individual Financial Instruments trading the Company shall execute Client Orders in an own account basis, i.e., as principal to principal and/or in an STP model.

3.9. The Company will have no responsibility for checking the accuracy of any Order.

3.10. Orders are executed as follows:

a. on currency pairs:

a) Take Profit (T/P) orders are executed at stated prices or at first market price.

b) Stop Loss (S/L) orders set for lock positions are executed at first market prices.

c) Limit orders are executed at stated prices or first market price.

d) Buy Stop and Sell Stop orders for position opening are executed at first market prices.

b. on other Underlying Assets:

a) Take Profit (T/P) orders are executed at stated prices or at first market price.

b) Limit orders are executed at stated prices or first market price.

c) Stop Loss (S/L) orders are executed at first market prices.

d) Buy Stop and Sell Stop orders for the opening position are executed at first market prices.

3.11. It is the Client's responsibility to be aware of his positions at all times.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 4. Prices, commissions, overnight fees

4.1. The Trading Company Online Trading System will provide a Buy quote and a Sell quote for each Underlying Asset traded on the Trading Company Online Trading System. A quote is not an offer to buy or sell, but rather an indicative price. You acknowledge that upon opening a Buy or closing a Sell, you may only do so at the prices available by the Trading Company Online Trading System. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price available by the Trading Company Online Trading System.

4.2. All Financial Instruments available with the Company have Spreads which appear on the Company Online Trading System. The Company has the right to amend its Spreads in its discretion from time to time. Such changes shall be affected on the Company Online Trading System and the Client is responsible to check for updates regularly.

4.3. Spreads may increase during major announcements, due to volatile and illiquid market conditions, and/or late-night hours.

4.4. For maintaining an opened position in some types of Financial Instruments the Client may be required to pay Overnight Fees, the amount of which shall be disclosed on the Company's Website. In the case of Overnight Fees, the value of Opened Positions in some types of Financial Instruments is increased or reduced by a daily Overnight Fee throughout the life of the contract.

4.5. Derivatives are subject to overnight fees.

4.6. The Company offers 'Swap Free' accounts (no charge of overnight fees) but only upon request.

## 5. Lots and units

5.1. The 1 (one) standard lot size is the default measurement unit specified for each Financial Instrument available for trade on the MetaTrader trading platform MT4 and MT5. The Company may offer standard lots, micro-lots, and mini-lots, in its discretion, as defined from time to time in the Product Specifications or the Company's website Trading Products amana.

5.2. For clients trading in the MobApp or WebApp trading platforms the notion of lot size is not used. For the convenience of the Client, we allow order entry in USD amount. All USD amount positions are converted in 'units' and this becoming the official record of the trade size. Clients are nevertheless given the functionality on the platform to convert Units to lots.

## 6. Trailing stop, expert advisor and stop loss orders

6.1. The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

6.2. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 7. Margin requirements

7.1. To be able to place Orders in Derivatives, the Client needs to have and maintain the required Margin, which appears in the Product Specifications on the Website, according to Applicable Regulations.

7.2. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, by sending notice email and/or notification on the Company's trading platforms and the Company has the right to apply new Margin requirements to the new but also the existing open positions.

7.3. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event and especially when there are Abnormal Market Conditions. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

7.4. Without prejudice to the Company's rights under this Agreement, the Company has the right to close at market prices and or limit the size of Client Open Positions and to refuse new Client Orders in any of the following cases:

a. The Company considers that there are Abnormal Trading Conditions.

b. The value of Client collateral falls below the minimum margin requirement.

c. At any time, Equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.

d. The Company makes a Margin Call (including the situation where the Company Online Trading System automatically notifies the Client) and the Client fails to meet it.

e. The system of the Company rejects the Order due to trading limits imposed on the Client Account.

f. When the Margin Level (also referred as Health Level) reaches 100% (one hundred percent) (ratio of equity to Margin in the Client Account), the Company has the discretion to begin closing Client positions from the most unprofitable one. In addition, at margin level of 20% (twenty percent) the Company's system will start closing automatically at market prices, starting from the most unprofitable one. Unleveraged positions will be closed out automatically by the Company's system when Marin Level/Health Level reaches 0.1% with the Client's consent or any prior written notice. In order to determine if the Client has breached this clause, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.

7.5. The Company does not have an obligation to make Margin Calls to the Client (indulging the situation when the Company Online Trading System automatically warns the Client that it reached a specific percentage of the Margin in the Client Account). However, if the Company does make a Margin Call, then the Client should take any or all of the two options to deal with the situation:



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

a. limit his exposure (close trades); or

b. deposit more money in his Client Account.

7.6. Margin must be paid in monetary funds in the Currency of the Client Account.

7.7. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

7.8. It is understood that once an Order is executed, the Margin shall appear in and form part of the Balance, but because it is used as collateral for keeping the position open, it shall be unavailable for withdrawal.

7.9. It is the responsibility of the Client to ensure he/she has sufficient margin on his/her Client Account(s), at all times, in order to maintain an open position and it is the responsibility of the Client to notify the Company as soon as he/she believes that he/she will be unable to meet a margin payment.

**8. Settlement of transactions**

8.1. Upon completing a Transaction one of the following shall apply:

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

i. sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or

ii. buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

b. The Client shall receive the Difference if the Transaction is:

i. sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or

ii. buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

8.2. Unless the Parties agree otherwise, all sums for which either Party is liable under paragraph 8.1 of this Appendix 1 are immediately payable upon closing or expiration of the Transaction. The Client hereby authorizes the Company to debit or credit the relevant Client Account with the relevant sums at the closing of each Transaction.

8.3. It is understood that when trading in Derivatives, there is no delivery or safekeeping of the Underlying Asset to which the Derivatives is referring to.

**9. Execution Venue**

9.1 It is understood that once you place an Order in a derivative on the Trading Company Online Trading System, the Company will execute your Order as a counterparty, in which case the Company will be the execution venue. It may also hedge your Orders.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 10. Quotes

10.1. The Company Online Trading System will display the indicative price to buy, and the price to sell for each Derivative. This is called a "Quote". A Quote is not an offer by the Company to buy or sell. The Company does not generally provide Quotes over the phone, but it may do so at its discretion.

10.2. The Company is setting its own price of Derivatives which can be traded on the Company Online Trading System. This means that the Company's Quotes will be different from the prices provided by other brokers, the market price, as well as the current prices on any exchanges or trading platforms.

10.3. Although, when the Company provides a Quote, it may take into account the price that it receives from a broker, the market, or any exchanges or trading platforms, it is under no obligation to do this, and it is under no obligation to ensure that the Quotes which it provide are within any specific percentage of such price.

10.4. If the prices on a market, exchange or trading platform are distorted, for example during a Spike, or during pre-market, post-market, or intra-day auction periods, the Company reflect similar prices in its Quotes Flow, but it is under no obligation to do this.

10.5. The Quotes appearing on the Client's terminal are based on the relevant Underlying Markets. However, if there is a high volatility in the Underlying Market the execution of the Order may change, and the Client may obtain the first price that will be available in the Markets and not the price requested, and this may result in positive or negative Slippage for the Client.

10.6. In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, depending on the type of the Client Account, the Company will send a re-quote to the Client with the price it is willing to deal until the price the Client asks is available. The re-quote provided to the Client is the next available price received by the Company from its price feeders. It is understood that the Company does not re-quote Pending Orders

10.7. When the Underlying Market or exchange is closed, the Company's Quotes may reflect what the Company believes to be the current Bid and Ask price of the relevant Underlying Asset, at that time, but we are under no obligation to do this.

10.8. The Quote Flow of the Company is updated constantly which means that the price to buy or sell may change between the time that the Client places an Order, and the time that the Company executes that Order.

## 11. Corporate actions in relation to the financial instruments of NDFs

The provisions of this paragraph 11 apply only to NDFs.

11.1. If a Corporate Event takes place in the Underlying Asset, the Company will use reasonable endeavours to adjust the Underlying Asset of the Client's NDF in a way that is fair and which aligns with market practice, however the Company does not reserve the right to close out any open positions impacted by a Corporate Event.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

11.2. When Corporate Events (such as partial redemptions) affect some but not all of the Underlying Asset of the Client's NDF, the Company will allocate the Underlying Asset so affected to particular Clients in such fair and equitable manner as it considers appropriate (which may without limitation involve pro rata allocation).

11.3. It is understood that Corporate Event notices, may have been obtained from sources which the Company does not control and may have been translated or summarised. Although the Company may believe that such sources to be reliable, the Company has no duty to verify the information contained in such notices nor faithfulness of any translation or summary and therefore does not guarantee its accuracy, completeness or timeliness, and the Company shall not be liable to the Client for any loss that may result from relying on such notices. The Client is obliged independently to track all Corporate Actions of the Underlying Asset' issuers.

11.4. The Client shall not be allowed to exercise any voting right in relation to the Underlying Assets.

11.5. Until the Company receives from the Client instructions to the contrary it is authorised to and shall:

a) present all Underlying Asset called for redemption or otherwise matured, and all income and interest coupons and other income items which call for payment upon presentation; and b) execute certificates and documents as may be required to obtain payment in respect of Underlying Asset.

11.6. The Company will claim all amounts of any dividends, interest, payments or analogous sums to which the Client may be entitled in relation to Underlying Asset and of which the Company is notified, but the Company shall not be responsible for claiming any entitlement or benefit the Client may have under any applicable taxation treaty or arrangement. The Company will pay any such sums into the Client Account only after actual receipts.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

# Appendix 2 – Securities trading terms

## 1. Scope

1.1. This Appendix is applicable when the Client is trading in the Financial Instruments of Securities.

## 2. Securities trading services

2.1. You can buy and sell Securities on our Company Online Trading System, that we may offer from time to time. The Securities available on the Company Online Trading System are classified by the Company as International Shares and Regional Shares.

2.2. When the Client places an Order in Securities which are classified by the Company as International Shares, the Company shall receive and transmit the Order for execution (i.e. buy or sell of Securities) to a broker agreed between the parties (Client's Broker), with whom the Client has a direct contractual relationship. It is understood that the Client's broker shall execution of Client Orders (not the Company), as well as offer custody services / safekeeping of the Client Securities bought, under the direct agreement between the Client and the Client's Broker.

2.3. When the Client places an Order in Securities which are classified by the Company as Regional Shares, the Company shall execute these Orders with its own execution venues / brokers on behalf of the Client. In relation to such Securities the Company shall arrange for these to be held in the name of the Company, acting on behalf of the Client, with a dully licensed sub-custodian who shall provide the custody services / safekeeping of these, according to paragraph 4 of this Appendix.

2.4. In relation to Regional Shares the Company may act as principal or on a matched principal basis when executing Client Orders. This means that the Company will be the counterparty to the Client trades.

## 3. No warranties

The Company shall make no representations or warranties in relation to any opinions expressed to you concerning the advisability of investing in any Securities (whether in writing or verbally) and in connection with any such Securities or with investments in general, except for the provision of general description of the nature and risks associated with Financial Instruments given.

## 4. Custody of Regional Shares

4.1. The provisions of this paragraph 4 apply only to Securities classified by the Company as Regional Shares.

4.2. The Company shall arrange for custody services for Securities classified as Regional Shares to be offered by a duly licensed custodian, acting on behalf of the Company and on the Company's instructions (such third party called a "sub-custodian"). The Company will ensure that the sub-custodian who is responsible for the safekeeping of the Securities is selected and appointed specifically for this purpose and it will exercise due skill, care and diligence in the selection and monitoring of such.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

4.3. When the Client instructs the Company to buy such Securities classified as Regional Shares, these shall be pooled together with other clients' Securities in an omnibus account, opened in the name of the Company acting on behalf of its Clients, with a duly licenced sub-custodian of the Company's choice. The Securities shall be held in the said omnibus account, on the Client's behalf, until the Company receives further instruction from the Client to sell the same.

4.4. The Client accepts that the Company is not liable for any acts, omissions, insolvency or dissolution of the sub-custodian, unless any losses which the Client incurs have been caused by the Company's fraud, wilful default or gross negligence. If Securities are held in the name of the Company or that of the sub-custodian, the Company will take measures to ensure their protection and for safeguarding the Client's ownership rights, including:

a. keeping records and accounts enabling the distinction of those Client Securities from Securities held for any other client and from the Company's own Securities;

b. maintaining records and accounts in a way that ensures their accuracy and, in particular their correspondence to the Securities held for the Client;

c. conducting reconciliations between the Company's internal accounts and records and those of sub-custodians; and

d. taking steps to ensure that any Securities deposited with a sub-custodian are identifiable separately from any of our assets or any of the sub-custodian's assets.

4.5. Where the Client's Securities are deposited for safekeeping with a sub-custodian, there may be instances, if this is required by the law of the country where the Securities are held, that the sub-custodian may have a security interest, lien or right of set-off over the Securities enabling such sub-custodian to dispose of the Securities, in order to recover debts that do not relate to the Client or the provision of services to the Client.

4.6. The Securities will be pooled together with other clients' Securities in the omnibus account and it which means that the Client's individual entitlement may not be identifiable by separate certificates, physical documents or entries on the register. The general nature of a pooled nominee means that the Client assets will be held in a way that enables the available assets to be used to settle open trades in the same stock. There is a risk that this could happen for a Transaction that is unrelated to the Client, but the Company has no controls in place to mitigate this.

4.7. In the event of the insolvency or any other analogous proceedings in relation to the sub-custodian, the Company may only have an unsecured claim against the sub-custodian on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the sub-custodian is insufficient to satisfy the claims of the Client with claims in respect of the relevant Client Account. The Company does not accept any liability or responsibility for any resulting losses.

## 5. Corporate events and dividends in relation to regional shares

5.1. The provisions of this paragraph 5 apply only to Securities classified by the Company as Regional Shares.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

5.2. If a Corporate Event takes place in Securities in the omnibus account, the Company will use reasonable endeavours to adjust the Securities in the Client Account in a way that is fair and which aligns with market practice, however the Company does not reserve the right to close out any open positions impacted by a Corporate Event.

5.3. When Corporate Events (such as partial redemptions) affect some but not all of the Securities held in an omnibus account, the Company will allocate the Securities so affected to particular Clients in such fair and equitable manner as it considers appropriate (which may without limitation involve pro rata allocation).

5.4. It is understood that Corporate Event notices, may have been obtained from sources which the Company does not control and may have been translated or summarised. Although the Company may believe that such sources to be reliable, the Company has no duty to verify the information contained in such notices nor faithfulness of any translation or summary and therefore does not guarantee its accuracy, completeness or timeliness, and the Company shall not be liable to the Client for any loss that may result from relying on such notices. The Client is obliged independently to track all Corporate Actions of the Securities' issuers.

5.5. Details of the proxy voting services may be offered by the Company on request. Neither the Company nor the sub-custodians shall execute any form of proxy, or give any consent or to take any actions, in relation to any Securities except upon the Client's instruction.

5.6. Until the Company receives from the Client instructions to the contrary it is authorised to and shall:

a) present all Securities called for redemption or otherwise matured, and all income and interest coupons and other income items which call for payment upon presentation; and b) execute certificates and documents as may be required to obtain payment in respect of Securities.

5.7. The Company will claim all amounts of any dividends, interest, payments or analogous sums to which the Client may be entitled in relation to Securities and of which the Company is notified, but the Company shall not be responsible for claiming any entitlement or benefit the Client may have under any applicable taxation treaty or arrangement. The Company will pay any such sums into the Client Account only after actual receipts.

## 6. Risks

6.1. All Securities carry risk even when trading non-complex products, such as shares admitted to trading on a regulated market or in an equivalent third country market, money market instruments, bonds and undertakings for collective investment in transferable securities. The Securities markets can be volatile and carry a degree of uncertainty, which means that investing in Securities is not suitable for everyone.

6.2. Please ensure you fully understand the risks involved before using our Services and if required take appropriate independent advice.

6.3. More information on the Risks of using our services can be found in the "Risk Disclosure" on our website.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

## 7. Orders

7.1. In addition with the relevant clauses in this Agreement on how you may place an Order and provide trading instructions on our Company Online Trading System, the following shall apply.

7.2. We execute your orders as soon as reasonably practicable, 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 market price of the Transferable Securities that you were quoted and the market price on the exchange, which may or may not be to your benefit. The exchange is not required to accept your order and is not required to execute your order at the price that you were quoted.

7.3. Each order that you make is binding on you and thus you must pay any sums due on any Transaction immediately once the Transaction has been entered into.

7.4. You are responsible for monitoring your Orders until its status is confirmed or cancelled.

## 8. Fees

8.1. Please refer to the Commissions, Charges and Fees Table on our Website for information on the applicable fees and costs.

8.2. Additional charges may also be incurred by you in the case of delayed or failed settlement of a Transaction, not owing to our gross negligence, willful default or fraud. Any such amounts will be your responsibility and, where appropriate, will be deducted from the Client Account, by providing advance Written Notice to you.

## 9. Settlement

9.1. Your Security investments will settle in accordance with local markets. A settlement marks the official transfer of securities to your account and the receipt of purchase price by the settler. Usually this occurs two business days after the day the order executes, however this may vary depending on the Security. The consideration for the Transaction and all applicable fees, charges and taxes for that Transaction will be deducted from your Client Account at the time of execution of the Transaction according to our Commissions, Charges and Fees Table on our Website. You may sell your Security prior to settlement of the transaction, however, should that transaction fail to settle, we may reverse the transaction, return any fees, charges and taxes for that transaction and amend your Client Account to reflect the same.

9.2. We shall not be liable for any losses, costs or expenses suffered as a result of any delay or change in market conditions before an order is executed or before a Transaction settles.

## 10. Termination

10.1. If you terminate your relationship with us by providing us with instructions for closing your Client Account, we will arrange for your Transferable Securities which we hold in our name be sold or transferred to another custodian as soon as reasonably possible, according to your instructions.

10.2. The proceeds of the sale will be held as Client Money in your name.



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A

10.3. Fees and any other applicable charges and taxes on the sale of your Securities will be charged, according to our Commissions, Charges and Fees Table on our Website.

10.4. Any shortfall between the amount you invested and the amount you get back after sale will be borne by you.

*You must read, agree with, or accept all of the terms and conditions contained in this Agreement without modifications, which include this terms and conditions expressly set out below and those incorporated herein by reference, before you may become a client of the Company.*

*If you have objections to any of these terms and conditions, or any part thereof, and/or if you do not agree to be bound by these terms and conditions, or any part thereof, do not access and/or use our online trading facility in any way and inform us in writing immediately.*



AFS Global Limited is Authorized and Regulated by the Labuan Financial Services Authority LFSA
Firm registration number: LL14899 – License numbers MB/18/0025 and FML/21/0060A