



**Sun Investing**

# **SUN INVESTING GLOBAL LTD**

## **USER AGREEMENT**

**MARCH 2025**

**Regulated by the Financial Services**

**Commission of Mauritius**

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## DIGITAL TRADING AGREEMENT

Before accessing or attempting to access the online or electronic trading services of **Sun Investing Global Ltd** or any of our affiliates (hereinafter referred to as “the Company”), it is a prerequisite that any person or organization first agrees to the terms outlined in this agreement. These encompass a wide range of services, including but not limited to statement reviews, new account origination, internet trading and electronic order entry and reports, market information, trading-related data such as quotes, charts, and news, systems information, as well as all clearing and back-office functions and services, collectively referred to as “the systems.”

Applicability of this agreement extends to all users who access or attempt to access the systems and to those who benefit from such usage, including users who benefit from broker-assisted utilization of the systems. Irrespective of the development, servicing, or support source of the systems, the limitations of liability and disclaimers stated herein are universally applicable.

By utilizing the systems or acknowledging this agreement, users unequivocally accept all the terms outlined herein. If any user finds these terms unacceptable, they are advised against using the systems. It is important to note that the Company is willing to grant access to the systems contingent upon the user's consent to abide by all the terms and conditions defined within this agreement.

A subset of the information accessible via the Systems originates from The Company, while the remainder is supplied by various sources (“Information Providers”). Users acknowledge that the accuracy, completeness, timeliness, and correct sequencing of information, encompassing trading and account activity, quotes, market news, charts, trading analysis, strategies, and other relevant data, are not guaranteed by The Company or the Information Providers. It is agreed that neither The Company, its affiliates, nor the Information Providers bear any liability for the accuracy, completeness, timeliness, or correct sequencing of the Information, nor for any decisions made or actions taken by users relying on the Information or the Systems. This extends to any interruptions of Information provided by the Systems or any other aspect of the Systems.

Furthermore, some of the Information may be sourced from exchanges via Information Providers. This material is solely intended for informational purposes and should not be regarded as comprehensive, certified, or entirely accurate. The exchanges do not solicit business directly or indirectly through this Information, nor do they assume responsibility for the content of external websites or any outcomes arising from acting upon such content.

The user acknowledges that there may be instances of technical problems or other conditions that could potentially hinder their ability to enter or cancel orders on the Systems. Similarly, these circumstances could also delay or impede The Company from executing or clearing orders on the Systems.



**It is explicitly agreed that neither The Company nor any of its affiliates shall be held liable, and the user agrees not to hold or seek to hold The Company or its affiliates liable, for any of the following:**

- Technical problems, system failures, and malfunctions
- Communication line failures
- Equipment or software failures and malfunctions
- Systems access issues
- Systems capacity issues
- High internet traffic demand or other internet-related problems
- Security breaches, theft, and unauthorized access
- Any other computer problems and defects
- Severe weather conditions, earthquakes, floods, strikes, or other labor problems

This list encompasses scenarios connected to the use or attempted use of the Systems. It's important to note that The Company does not represent, warrant, or guarantee the ability of the user to access or use the Systems at their preferred times or locations. Similarly, The Company does not assure adequate capacity for the Systems overall or in specific geographic locations.

Furthermore, The Company does not provide a representation, warranty, or guarantee of uninterrupted and error-free service by the Systems. No warranties or guarantees, whether express or implied, are made by The Company regarding the Systems or its content. This includes, but is not limited to, warranties of quiet enjoyment, non-infringement, title, merchantability, fitness for a particular purpose, and merchantability for computer problems and informational content.

The Company does not guarantee or warrant that the Systems will remain free from infection, viruses, worms, Trojan horses, or other harmful code that could manifest contaminating or destructive properties. Neither The Company nor any of its affiliates will be held liable for any loss, cost, damage, or other injury, whether arising from contract or tort, connected to The Company's or the user's use of, or reliance on, the Systems or its content. This includes performing obligations under or in connection with this Agreement.

In no event shall The Company or any of its affiliates be liable to the user or any third party for punitive, consequential, incidental, special, indirect damages (including lost profits, trading losses, and damages), or similar damages, even if such possibility is advised beforehand. In jurisdictions where certain damage exclusions or limitations are not permissible, The Company's liability will be restricted in accordance with this Agreement, to the extent permitted by law.

It is essential to highlight that The Company reserves the right to suspend service and deny access to the Systems without prior notice during scheduled or unscheduled Systems maintenance or upgrading activities.

The user acknowledges that all orders placed through the Systems are undertaken solely at the user's own risk. Moreover, the user recognizes that these orders might be directed to the trading floors of different exchanges (or to an electronic trading system, as applicable). The user is alerted to the presence of minimum equity requirements and limits determined by each contract in terms of the maximum number of allowable contracts for orders processed via the Systems. It's important to understand that these limits are subject to change, and there's a possibility that contingency orders may not be accepted. Additionally, please be aware that the online direct order placement service might be temporarily suspended on a contract's last trading day.

Users are further informed that orders submitted directly to trading floors or electronic trading systems may undergo review by an order desk. In cases where the user fails to meet the necessary requirements, their order may be declined. It's also understood that there's a potential for users to experience restrictions on use or even denial of access to the Systems at any given time. In such cases, The Company reserves the right to request a margin deposit before executing any order placed through the Systems or as required by The Company's margin policy. If an account restriction occurs or if a margin deposit isn't provided as required, neither The Company nor its affiliates will be held responsible for any resulting delay or failure to access the Systems, including the execution of orders.

While the Systems may offer a plethora of investment recommendations and insights, it's important to note that none of these recommendations should be perceived as endorsed by The Company. The Company does not advocate for any investment advisory service or product, nor does it provide advice regarding the nature, potential value, or suitability of any specific transaction or investment strategy.

This agreement should not be construed as a solicitation or recommendation to buy or sell any financial instrument or engage in any transaction.

Once a user's account is approved, The Company will provide the user with personalized Access Codes, including an individual password and user identification code. These Access Codes are designed to facilitate account access and the entry of buy and sell orders through the Systems. It's imperative for users to maintain confidentiality and prevent unauthorized use of these Access Codes at all times. Users bear full responsibility for using and safeguarding these Access Codes, which encompasses all orders placed using the Access Codes and changes made to user account information using the same. By agreeing to this, the user authorizes The Company and any party claiming through The Company to rely on information or instructions transmitted via the assigned Access Codes, without further investigation, in relation to the Systems' operation.



Users also take on the responsibility of regularly monitoring their accounts with The Company. In the event of any loss, theft, or unauthorized use of Access Codes, users are required to immediately notify The Company via email at (insert email address).

The Company grants users a nonexclusive and non-transferable license to use the Systems solely for the purposes outlined in this agreement and subject to any other existing agreements between the user and The Company. Users are expected to take reasonable measures to protect and not use, publish, or share information accessible through the Systems, including the Information, Access Codes, and Software. This safeguarding should be on par with the steps taken to protect their own proprietary information. Users are prohibited from reproducing, modifying, preparing derivative works, selling, disseminating, or distributing these materials without the express written consent of both The Company and the relevant owner.

Additionally, users understand that their use of the Systems is at their own risk. It's their responsibility to provide and maintain the means for accessing the Systems, including personal computer, modem, telephone, or other access line. Users will bear all access and service fees required to connect to the Systems, as well as any charges incurred during access. Any risks associated with the use and storage of information on a personal computer are also assumed by the user.

The user hereby assumes full responsibility and liability for the accuracy and adequacy of information entered in connection with the use of the Systems. Users agree to indemnify and hold harmless The Company and its affiliates from any consequential, incidental, special, punitive, or indirect damages arising from such information, authorized or unauthorized. In case of inaccurate or incorrect information communicated to The Company or inaccuracies detected within the Systems, users covenant to notify The Company immediately via email at (insert email address).

**Users also covenant to promptly notify The Company if:**

- An order has been placed through the Systems and the user hasn't received an order number.
- An order has been placed through the Systems and the user hasn't received accurate acknowledgment (via hard copy, electronic means, or orally) of the order or its execution.
- The user receives acknowledgment (via hard copy, electronic means, or orally) of an execution for an order they didn't place, or if a similar conflict arises.
- Lastly, users acknowledge that The Company is entitled to rely on any communications received from the user, regardless of form, and is empowered to do so without further investigation or inquiry, in connection with the Systems' operation.



Users are responsible for monitoring their accounts with The Company. If any loss, theft, or unauthorized use of Access Codes is detected, users should notify The Company immediately via email at (insert email address).

The Company grants users a non-exclusive and non-transferable license to use the Systems for the purposes outlined in this agreement and subject to any other existing agreements between the user and The Company. Users are expected to take reasonable measures to protect and not use, publish, or share information accessible through the Systems, including the Information, Access Codes, and Software. This safeguarding should be on par with the steps taken to protect their own proprietary information. Users are prohibited from reproducing, modifying, preparing derivative works, selling, disseminating, or distributing these materials without the express written consent of both The Company and the relevant owner.

Additionally, users understand that their use of the Systems is at their own risk. It's their responsibility to provide and maintain the means for accessing the Systems, including personal computer, modem, telephone, or other access line. Users will bear all access and service fees required to connect to the Systems, as well as any charges incurred during access. Any risks associated with the use and storage of information on a personal computer are also assumed by the user.

The user hereby assumes full responsibility and liability.

**In addition, the user commits and agrees to the following terms:**

- The user will use the Systems solely to place orders for currency contracts and precious metals contracts, receive fills, and review online statements or initiate new account setups.
- The user will not engage in any business transactions, either directly or indirectly, with any affiliates using the Systems. This includes avoiding acceptance or countering offers made by affiliates. The Company reserves the right to prevent such transactions as it deems fit, but this action does not absolve the user of their obligations described in this context.
- When participating in transactions completed through the Systems, the user will fulfill obligations according to the terms and conditions of those transactions.

The user also agrees to indemnify and hold harmless The Company, its affiliates, and Information Providers from any claims, losses, damages, and expenses resulting from or relating to claims arising from the user's violation of this Agreement or infringement on third-party rights, including copyrights and privacy rights. The Company holds the exclusive right to defend, settle, or compromise any claims or demands against itself or against both The Company and the user stemming from the user's breach of this Agreement. The user waives their independent right to defend such claims and agrees to cooperate with The Company's actions. However, The Company may choose to authorize the user to defend such claims at their own cost, subject to The



Company's discretion. This indemnification obligation continues even after the Agreement's termination.

The Company holds the right to terminate the user's access to the Systems at its sole discretion, without notice or limitation, for reasons including unauthorized use of Access Codes, breach of this Agreement, or termination of any agreements with The Company. Upon termination, all rights granted in this Agreement cease immediately and revert back to The Company. The user should discontinue use of the Systems and, if applicable, return or destroy software upon The Company's request.

The user agrees to pay all applicable subscription, service, user fees, and commissions for orders executed through the Systems, with fees subject to change without notice. The user also agrees to cover all costs incurred by The Company in collecting overdue fees.

This Agreement pertains to the user's personal capacity, not on behalf of any entity, unless specified otherwise in the user's account. The user is permitted to use the Information solely for their investment activities and not for trade or business purposes.

All conditions, warranties, or undertakings, whether oral or written, in law or fact, including warranties regarding satisfactory quality and fitness for a particular purpose, concerning the Information or any aspect of the Systems (including but not limited to Information access and order execution), are excluded to the extent permitted by law.

The user consents to The Company holding and processing their Personal Data obtained from using the Systems. The Company may access and utilize this information for various purposes, including operational, credit assessment, statistical analysis, and communication about relevant products and services. The Company may share Personal Data with credit agencies and subcontractors as required. Upon discontinuing use of the Systems, Personal Data will be deleted, complying with record-keeping requirements.

User's Personal Data may be transmitted worldwide, and users have the right to review and rectify incomplete or inaccurate information. Third parties acting on The Company's behalf are obligated to maintain the confidentiality of personal information.

By either affixing a signature to this Agreement or utilizing the Systems, the user signifies that they have meticulously read and comprehended the aforementioned terms and conditions. In doing so, the user affirms their consent to be legally bound by these provisions. It's essential to recognize that this Agreement serves as an extension to any other agreements previously entered into with The Company. Any disputes arising from this Agreement will be subject to the stipulations outlined in the Arbitration Agreement, if executed by the user.

In the event that a provision within this Agreement is deemed invalid or unenforceable under prevailing law, that specific provision will be treated as omitted to the extent necessary.





However, all remaining provisions will maintain their full legal force and effect. The authority of this Agreement and its implementation are to be guided by Mauritius law.

It's important to note that the terms and conditions delineated in this Agreement will remain fully applicable and operative, even in instances of termination, discontinuance, or cancellation of this Agreement. The Company reserves the right to modify the Systems or alter the terms of this Agreement, in part or in full. In such cases, notification of these changes will be provided through the Systems, electronically, and/or in writing.

## CLIENT AGREEMENT

In acknowledgment of The Company or its affiliates consenting to manage one or more accounts on behalf of the undersigned individual or entity (hereinafter referred to as "Client"), and to offer services related to the acquisition and disposal of Forex, Equities, Options, Futures, and other asset classes, including Contracts for Difference (collectively referred to as "CFDs") on Equities, Futures, Currency, and similar instruments (collectively referred to as OTC "Contracts"), which may be procured or traded via The Company for Client's account(s), Client affirms the following commitments:

### **1. Establishment of Accounts**

Client comprehends, acknowledges, and explicitly concurs that upon executing this Agreement, and in accordance with its stipulations, an account will be created under the Client's name at The Company or any of its affiliated entities (hereinafter collectively referred to as "The Company"), as chosen at the sole discretion of The Company. Furthermore, the Client acknowledges that, in alignment with the terms and conditions outlined herein, The Company will serve as the counterparty for all transactions carried out under the purview of this Agreement.

### **2. Authorization to Trade**

The Company is granted explicit authorization to engage in the acquisition and sale of the aforementioned securities on behalf of Client's account(s), adhering to the instructions provided by the Client through oral, written, or electronic means. Unless expressly communicated by the Client through written correspondence indicating otherwise, The Company is sanctioned to execute all orders with itself as the counterparty or, as deemed suitable by The Company, with other counterparties.

### **3. Governmental, Counter Party Institution and Inter-Bank System Rules**

All transactions conducted in accordance with this Agreement shall be firmly governed by the constitution, by-laws, regulations, customs, prevailing practices, interpretations, and rules of the respective counterparty institution or other inter-bank market where the transactions are executed. These transactions will also be subject to the jurisdiction of the applicable laws of Mauritius. In the event that any statute is enacted or any rule or regulation is established by a governmental authority, which holds binding authority over The Company, this Agreement will be construed as altered or replaced, as the context may demand, by the pertinent provisions of such statute, rule, or regulation. It's important to highlight that all other provisions within this Agreement, as modified, will remain in full force and effect.

The Client acknowledges that all transactions conducted pursuant to this Agreement must adhere to the aforementioned regulatory requirements.

#### **4. Margin and Deposit Requirements**

Client is required to provide collateral or margin to The Company based on its sole discretion. Margin demands will vary depending on the electronic trading system and the traded products. The Company reserves the right to adjust margin requirements without prior notice.

The Client agrees to promptly deposit additional margin through wire transfer as necessary. The Client also commits to meeting margin calls using methods designated by The Company. The Company may execute the liquidation of the Client's account according to the terms outlined in this User Agreement. The Company's failure to enforce its rights within this Agreement doesn't waive its rights for future enforcement.

It's important for the Client to recognize that The Company can increase margin requirements without prior notice, irrespective of previous collateral or margin stipulations. Margin calls are deemed definitive unless contested in writing immediately. The Client should understand that margin calls can occur, even when account positions are hedged, due to the potential of spreads widening, as discussed earlier. This can lead to a decrease in remaining margin. If the remaining margin is insufficient to support open positions, the account may experience a margin call, which can result in the closure of open positions.

#### **5. Position Limitation and Extraordinary Events**

The Company reserves the authority to impose restrictions on the amount and/or total count of open positions that the Client may acquire or retain at The Company. Additionally, The Company holds the prerogative to decline acceptance of any order. The Company shall not bear responsibility for any loss or damage, whether direct or indirect, stemming from events, actions, or oversights beyond The Company's control. Such events include, but are not limited to, government restrictions, war, strikes, labor disruptions, and acts of terrorism. The Company shall not be held liable for damages, including lost profits or trading losses, incurred due to delays or inaccuracies in pricing or the transmission of orders or information, caused by failures in transmission or communication facilities, unauthorized access, theft, or system breakdowns. The Client acknowledges that The Company has the authority to reclaim any trading profits that the Client gains through trading with delayed or inaccurate pricing.

#### **6. Pricing, Conditional Orders and Gapping Markets**

The Client acknowledges and comprehends that The Company does not assure the execution of orders at specific prices, including conditional orders like stops and/or limits, especially during periods of heightened volatility or volume, including market news releases. This can occur due to market gaps, unavailable pricing, and market liquidity fluctuations. The Client understands that when market volatility is elevated, orders will be executed at the next available price or at fair market value. The Client acknowledges that in cases of market gaps, particularly with stop losses,

orders will be executed at the next available price post the market gap. This can lead to pricing surpassing the amount specified in conditional orders, potentially resulting in larger losses than initially intended.

The Client recognizes that due to these risks, The Company suggests the use of market orders instead of conditional orders. Market orders include a requote and provide the Client with the choice to accept or reject the new price. The Client agrees that The Company is not accountable for any losses, including margin calls, stemming from conditional orders being executed during market gaps, or orders being executed at specific prices due to unavailable pricing or limited market liquidity.

### **7. Widened Spreads**

The Client comprehends and acknowledges that there are situations where spreads can expand beyond the usual range. In times of market volatility, like news releases, spreads may considerably widen to account for the heightened market instability. The Client is advised to exercise utmost caution when trading amid escalated market volatility, particularly during significant news events. Wider spreads have the potential to negatively impact all positions within an account, including those that are hedged.

### **8. Settlement Date, Rollovers and Interest**

The Company possesses the absolute discretion to either roll over or offset all or a portion of positions maintained in CFDs on currencies within the Client's Account(s) on any electronic trading platform, and this action is undertaken at the Client's own risk. A carried-forward position may incur interest charges until it is closed. It's important to note that all CFDs on Futures are not rolled over upon contract expiration. Instead, The Company will close all positions when Futures contracts expire, and the Client can choose, at their sole discretion, to initiate a new contract purchase.

Furthermore, The Company has the option to provide the Client with an interest-free account, where carried-forward positions will not be subject to interest charges. The Client acknowledges that in the event The Company extends such an account, The Company has the right to commence crediting and/or debiting interest charges to the account at its own discretion, at any time, and for any reason, without prior notification to the Client.

### **9. Collateral and Lending Agreement**

All funds, securities, currencies, and other assets held by The Company or its affiliates for the Client—whether individually, jointly with others, or as a guarantor for others' accounts—or any property that is in its possession, control, or maintained on its books for any purpose, including safekeeping, will be regarded by The Company as security. These assets are subject to a general



lien and the right of set-off for all obligations and liabilities of the Client to The Company. This includes situations where The Company has extended advances in connection with such assets. This right exists regardless of the number of accounts the Client holds with The Company.

At its discretion, The Company reserves the right to transfer or apply any or all funds or other property of the Client between any of the Client's accounts, without prior notice to the Client. The Client also provides The Company with the authority to pledge, re-pledge, hypothecate, invest, or loan, either separately or combined with the property of other Clients, any securities or assets of the Client that are held by The Company as margin or collateral.

It's important to note that The Company is not obligated to deliver the exact property to the Client that was delivered to or purchased by The Company for any of the Client's accounts. In cases where the Client opts for the delivery of currencies through trade settlement, The Company is required to make full payment for the delivery within a 24-hour notice period. If the balance in the Client's account is insufficient to cover the delivery, the depository receipts held either in the Client's name or in The Company's name, as the Client's agent or nominee, will become property held on margin in the Client's account. This means that they are not fully paid for by the Client.

This authorization applies to all accounts held by The Company for the Client and remains in full effect until all accounts are completely settled by the Client or The Company receives notice of revocation from the Client.

## **10. Liquidation of Accounts / Deficit Balances**

**In certain circumstances, should any of the following events occur:**

- the death or legal declaration of incompetence of the Client,
- the initiation of bankruptcy proceedings, appointment of a receiver, or any insolvency proceedings by or against the Client,
- the imposition of an attachment against any of the Client's accounts held by The Company,
- insufficient margin or The Company's judgment that the collateral provided to secure one or more of the Client's accounts is inadequate, regardless of prevailing market values,
- failure on the part of the Client to furnish information as requested under this agreement, or
- other developments deemed appropriate by The Company for its safeguarding.

The Company, at its sole discretion, reserves the right to undertake one or more of the following actions, in full or in part:



Settle any outstanding obligation the Client may have to The Company, whether directly or in the form of a guarantee or surety, using any of the Client's funds or property under The Company's custody or control.

Buy or sell any or all Contracts, securities, or assets held or managed for the Client.

Cancel any or all existing orders, contracts, or other commitments made on behalf of the Client.

These actions can be executed without requiring margin or additional margin, without prior notification of sale or purchase, and without prior communication to the Client, the Client's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns. The Company retains the right to take these actions regardless of whether ownership interest belongs solely to the Client or is held jointly with others.

During the liquidation of the Client's short or long positions, The Company holds the discretion to offset them in the same settlement or establish new short or long positions as deemed appropriate by The Company. These actions may be aimed at forming a spread or straddle to protect or minimize existing positions in the Client's account. The Company can choose to conduct any sales or purchases through its discretion in the inter-bank or other markets where such transactions usually occur or at a public auction or private sale. The Company may acquire the whole or a portion of such transactions, free from any right of redemption.

The Client remains liable for any deficit balance in the Client's account(s) upon request by The Company. In all cases, the Client is responsible for any remaining deficit should The Company or the Client undertake the liquidation of the account(s), whether partially or entirely. If the proceeds realized from this authorization are insufficient to cover all Client's obligations and liabilities to The Company, the Client agrees to promptly pay the deficit along with interest at a rate equivalent to three points above the then-current prime rate at The Company's principal bank, or the maximum interest rate allowable by law, whichever is lower.

The Client commits to paying all reasonable collection costs and expenses, including attorney's fees, witness fees, and travel expenses, in case such costs are incurred in the process of collection. Should The Company accrue expenses unrelated to deficit collection in relation to any of the Client's accounts, the Client also accepts responsibility for covering those expenses.

## **11. Monthly Statements and Confirmations**

Transaction confirmations of orders and statements of accounts for Client and made available solely online, shall be deemed correct and accurate and shall be conclusive and binding upon Client if not objected to immediately to by Client, in writing to (insert), within five (5) business days of such activity being reviewable online. Failure to object shall be deemed acceptance and ratification of all actions taken by The Company or The Company's agents. Client's failure to



receive a transaction confirmation shall not relieve Client of the duty to inquire of The Company and to object as set out herein.

## **12. Commissions and Fees**

Client acknowledges and agrees to be responsible for all charges associated with CFD transactions conducted through The Company. These charges include, but are not limited to, commissions, mark-ups, markdowns, transaction fees, transfer fees, cancellation charges, and fees for inactive accounts. The Company reserves the right to modify its charges without prior notice. All charges incurred will be paid by the Client and will be debited from the Client's account.

The Company may also share commissions, mark-ups, and markdowns with third parties. Transaction fees are assessed per trade on specific trading platforms. In cases where funded accounts remain inactive for a continuous period of six (6) months, an inactive account fee of \$25.00 USD will be applied. It's important to note that The Company's decision not to impose such fees at any given time does not negate or invalidate its right to deduct such fees in the future.

## **13. The Company Responsibilities**

The Company shall not be held liable for any delays in order transmission due to circumstances beyond its control, such as breakdowns in transmission or communication facilities, electrical power outages, or unforeseen causes. Additionally, The Company will not assume responsibility for losses or adverse impacts experienced in Client accounts due to market gaps, repricing, or heightened market volatility. The Company's liability will be limited to actions directly attributed to gross negligence, willful default, or fraud on its part.

Losses arising from the default of any agent or third party utilized by The Company under this Agreement shall not be attributed to The Company. Given that over-the-counter Contracts are not traded on an exchange, the prices offered by The Company and the quotes it provides may differ from those offered or quoted by other CFD market makers or dealers.

## **14. Identity Verification**

Client acknowledges and agrees that he/she is required to submit copies of unexpired government issued identification and address verification documentation to The Company with a signed copy of this Agreement. Client further agrees that The Company has the authority to delay, cancel or otherwise postpone trading or the depositing/withdrawing of funds, regardless of amount, until Client has provided copies of unexpired government issued identification and/or address verification documentation as required. After receipt of such documentation, The Company reserves the right to request additional documentation in order for The Company to





adequately verify the Client(s) identity. Client understands that failure to provide such documentation shall authorize and obligate The Company to report such to applicable government agencies.

## **15. Currency Fluctuation Risk**

**In the event that Client instructs The Company to engage in a CFD transaction:**

- Any resulting profit or loss due to fluctuations in exchange rates affecting such currency will be fully borne by and allocated to the Client's account.
- All margin deposits, if provided in a currency other than U.S. Dollars, may be converted to U.S. Dollars as necessary, in amounts determined by The Company at its sole discretion.
- The Company is authorized to convert funds within Client's account for margin purposes into and from foreign currencies at an exchange rate established by The Company based on prevailing money market rates at its sole discretion.

## **16. Risk Acknowledgement**

Client acknowledges that investments in leveraged and non-leveraged transactions involve a speculative nature and come with a high degree of risk. These investments are suitable only for individuals who can bear the risk of substantial losses surpassing their margin deposit while holding CFD positions. Such investments may lead to significant losses that exceed the initial investment and margin deposit. By signing this Agreement, Client confirms that they comprehend the risk inherent in trading CFD transactions and that, in light of The Company carrying their account(s), they will not attribute losses incurred through trading to The Company.

Client affirms their understanding that trading Contracts offers no guarantees of profit or immunity from loss. It is acknowledged that The Company, its introducing or referring agents, or other affiliated entities have provided no such assurances. The decision to enter this Agreement has not been influenced by any promises of guaranteed profits or similar representations. If Client encounters any instances of such guarantees or inducements, they are encouraged to promptly notify The Company.

## **17. Client Representations and Warranties**

**Client confirmed the following representations, warranties, and guarantees to The Company:**

- No person other than Client has or will hold an interest in Client's account(s).
- Regardless of any subsequent determination, Client is suitable for trading Contracts and comprehends the inherent risk.



- All funds deposited into the account are solely owned by the account holder, without any claim by any other individual or entity.
- Client is not a resident or citizen of the United States as per applicable law.
- All information provided by Client to The Company in account applications or otherwise is true, accurate, and complete as of the date of this Agreement. Client agrees to promptly inform The Company of any changes in this information.
- Client is of sound mind, legal age, and legal competence.

## **18. Disclosure of Financial Information**

### **Client represents and affirms to The Company the following:**

- The financial information provided in this document accurately reflects the Client's present financial status.
- Clients have thoroughly evaluated the portion of their assets that they deem to be risk capital available for investing in Contracts.
- Client understands that risk capital denotes the sum of money they are prepared to put in jeopardy, and its potential loss would not impact Client's standard of living.
- Client undertakes to promptly notify The Company of any alterations in their financial situation that might lead to a decrease in net worth, liquid assets, and/or risk capital.

## **19. Joint Accounts**

In cases where this account is held jointly by multiple individuals, all joint and beneficial holders bear joint and several responsibilities towards The Company for any and all commitments stemming from transactions within the account. Each holder also concurs to be bound by the entirety of the stipulations and conditions within this Agreement.

### **Furthermore, each individual mentioned on this account possesses the authority to:**

- Trade for the account, subject to the terms of this Agreement.
- Receive all correspondence and documents pertinent to the account.
- Withdraw or receive funds from the account.
- Execute agreements pertaining to the account.
- Engage in interactions with The Company in connection to the account.



Despite this, The Company retains the prerogative to request collective action from all account parties on matters related to the account. The Company assumes possession over the collateral within the account, regardless of whether it is owned individually or jointly by the holders. In the event of a holder's demise, The Company must be notified in written form and provided with a death certificate as evidence. All expenses due up to the notification date will be charged to the account. Unless explicitly indicated otherwise in the Account Application Form for Joint Account, each holder is presumed to possess an equal stake in the account.

## **20. Amendment**

Any modifications to this Agreement made by The Company shall be communicated to the client through written notification as outlined in Section 25 of this Agreement. Any oral agreements or instructions contrary to the amendments shall not hold validity or enforceability. This document, along with its accompanying attachments, encompasses the complete understanding between the parties, overriding any prior written or verbal agreements. No additional terms, conditions, or obligations exist beyond those explicitly stated herein.

## **21. Governing Law**

This Agreement, along with the respective rights and responsibilities of the parties involved, and any legal or administrative actions or arbitration stemming directly or indirectly from this Agreement or the transactions it encompasses, whether initiated by the client or The Company, shall be subject to the jurisdiction of the laws of Mauritius. This choice of law shall be applied without taking into account its conflicts of laws principles.

## **22. Jurisdiction**

Any disagreements, disputes, or claims that may arise from or relate to this Agreement, including its execution, breach, termination, or validity, shall be resolved through the Government Courts of Mauritius, following its established Rules. The arbitration proceedings shall be conducted in English, and the venue for arbitration shall be Mauritius. The arbitral panel shall consist of a maximum of two (2) arbitrators, and the entire process, including the decision-making, shall be based solely on the review of submitted documents and materials. No oral hearings or arguments shall be conducted. By agreeing to this, the client waives any right to have such proceedings moved to a different jurisdiction. Furthermore, any arbitration concerning this Agreement shall not be initiated by the client more than one year after the date of the transaction that led to the matter in question, regardless of when the client becomes aware of the relevant facts.

## **23. Indemnification**

Client agrees to indemnify and hold The Company, its affiliates, subsidiaries, employees, agents, successors, and assigns harmless from and against any and all liabilities, losses, damages, costs,



and expenses, including attorney's fees, incurred by The Company arising out of Client's failure to fully and timely perform Client's agreements herein or should any of Client's representations and warranties to The Company fail to be true and correct. Additionally, Client agrees to promptly pay to The Company all damages, costs, and expenses, including attorney's fees, incurred by The Company in the enforcement of any of the provisions of this Agreement and any other agreements between The Company and Client.

## **24. Notices**

Client agrees and acknowledges that all notice requirements set forth therein shall be satisfied by The Company through the sending of any notification to the email address submitted with this Agreement by the Client.

## **25. Recorded Conversations**

Client agrees and acknowledges that all conversations may be recorded. Conversations relating to the account(s) between Client and The Company personnel may be electronically recorded with or without the use of an automatic tone warning. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or The Company. Client understands that The Company destroys such recordings at regular intervals in accordance with The Company's established business procedures and hereby consents to such destruction.

## **26. Termination**

This Agreement will remain in force until either party terminates it. The client can terminate the Agreement at any time by providing written notice of termination to The Company when there are no outstanding obligations to or owed by The Company. Similarly, The Company can terminate the Agreement at any time by sending a written notice of termination. If the client terminates the Agreement, they still need to fulfill any deficit balance payment obligation that may exist in the account.



on behalf of the *Sun Investing Global Ltd,*

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (dd/mm/yyyy)

The **Client,**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (dd/mm/yyyy)