



## **CLIENT AGREEMENT**

**April 30, 2015**

**Version 1.01**

### **Marigold Global Markets Corporation**

35 New Road, P.O. Box 1708, Belize City, Belize, Central America

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#### **NOTICE**

Please be advised that trading in Derivative Instruments involve, besides the potential for profit, the risk of loss which may under adverse trading conditions exceed the amount of initial margin deposit. Movements in the prices of Derivative Instruments are influenced by a variety of factors of global origin and dimensions many of which are unpredictable. Client may be unable to settle adverse trades during volatile market movements in the prices of Derivate Instruments. Although the staffs of MGMC are in constant touch with market movements, they are unable to guarantee the accuracy of their predictions nor could they guarantee that any loss would not exceed a specified figure.

## 1. INTRODUCTION

- (a) Marigold Global Markets Corporation (hereinafter referred to as "MGMC") is a global investment firm that is engaged in the trading of financial and commodity-based derivative instruments and other securities.
- (b) MGMC is incorporated (Certificate of Incorporation No. 108896) in the Belize through the Department of Registrar of International Business Companies. MGMC is authorized and regulated by the Belize International Financial Services Commission (license number IFSC/60/208/TS/12) for trading in financial and commodity-based derivative instruments and other securities.

## 2. ACKNOWLEDGEMENT

- (a) The Client acknowledges that he / she read, understood and accepted the Terms and Conditions of Business ('the Terms and Conditions'); and the Client Agreement as amended from time to time in addition to any information contained within MGMC's website, including but not limited to the 'Legal Information' and the 'Legal Documentation' available online at [www.mgmc-mg.com](http://www.mgmc-mg.com).
- (b) By accepting the Terms and Conditions, which form part of the Service Agreement, the Client enters into a binding legal agreement with MGMC.
- (c) The Client acknowledges that the MGMC's official language is the English language.

## 3. SCOPE OF THE TERMS AND CONDITIONS OF BUSINESS

- (a) The Terms and Conditions govern all the actions that relate to the execution of the Client's orders.
- (b) The Terms and Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by MGMC unless MGMC determines, in its sole discretion, that the context requires otherwise. If the Terms and Conditions were to be amended, reasonable notice shall be given by MGMC to the Client.
- (c) The International Business Companies Act Chapter 270 of the Laws of Belize, Revised Edition 2000 which implements Section 14(3) of The International Business Companies Act, does not require the Terms and Conditions to be Signed by either MGMC or the Client in order for both MGMC and the Client to be legally bound by it.

## 4. COMMENCEMENT OF THE SERVICE AGREEMENT

The Service Agreement shall commence once the prospective client receives an e-mail that contains the trading account number and certain documents; namely, the Terms and Conditions, the Order Execution Policy, the Client Categorization Notice, the Investor Compensation Fund Notice and the Conflicts of Interest Policy.

## 5. DEFINITION OF TERMS

- (a) Unless indicated to the contrary, the defined terms included in the Client Agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

Authorized Representative	Shall mean either the natural or legal person who is expressly authorized 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 MGMC.
Balance	Shall mean the funds in a trading account that are available for withdrawal.
Balance Currency	Shall mean the currency that the trading account is denominated in; it should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

Base Currency	Shall mean the first currency represented in a currency pair, for example in the EUR/USD currency pair the base currency is the EUR.
Client Shall	mean either the natural or legal person who received the e-mail referred to in paragraph 4 of the Client Agreement.
Closed Position	Shall mean the opposition of an open position.
Contract for Difference (CFD)	Shall mean a CFD on spot foreign exchange ('FX'), or a CFD on shares, or a CFD on spot metals, or a CFD on futures or any other CFD related instrument that is available for trading through the MGMC trading platform(s); a full list of the financial instruments is available online at <a href="http://www.mgmc-mg.com">www.mgmc-mg.com</a> .
Equity	Shall mean the balance plus or minus any profit or loss that is derived from any open positions.
Free Margin	Shall mean funds that are available for opening a position. It is calculated as: <b>Free Margin = Equity - Margin</b>
Margin	Shall mean the required funds available in a trading account for the purpose of maintaining an open position.
Margin Level	Shall mean the Equity to Margin ratio calculated as: <b>Margin Level = Equity / Margin</b>
Market Maker	Shall mean the company, or the individual, that quotes both a buy and a sell price in a financial instrument.
Open Position	Shall mean any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.
Over-the-Counter (OTC)	Shall mean the execution venue for any financial instruments whose trading is governed by the Service Agreement.
Prospective Client	Shall mean either a natural or legal person who completed the application form that can be found under the 'MGMC Trading Account Registration' section, available online at <a href="http://www.mgmc-belize.com">www.mgmc-belize.com</a> .
Trading Account	Shall mean the account, which has a unique number, maintained by a client for the purposes of trading financial instruments through the MGMC trading platform(s).
Terms and Conditions	Shall mean the „MGMC Terms and Conditions of Business' govern the actions that relate to the execution of the client's orders; available online at <a href="http://www.mgmc-mg.com">www.mgmc-mg.com</a> .
Value Date	Shall mean the delivery date of funds.

## 6. PROVISION OF SERVICES

- (a) MGMC provides investment and ancillary services to the client, details of which are provided by Belize International Financial Services Commission.
- (b) MGMC offers, on an execution-only basis, a number of financial instruments to the client the contract specifications of which are available online at [www.mgmc-mg.com](http://www.mgmc-mg.com).
- (c) The trading conditions and execution rules of the financial instruments offered by MGMC can be found online at [www.mgmc-mg.com](http://www.mgmc-mg.com), at any given time. Upon notice to the client MGMC reserves the right to amend, from time to time, both the trading conditions and execution rules. Even if MGMC amends any part of the trading conditions and / or execution rules, the client continues to be bound by the Service Agreement, including but not limited to any amendments that have been implemented.

- (d) Unless specifically agreed, MGMC is under no obligation to monitor or advise the client on trading, therefore, MGMC may execute an instruction received from the client even if such transaction is not suitable for the client.
- (e) Under no circumstances, MGMC shall provide investment advice or recommendation to the client or state an opinion in relation to a transaction. The client understands that if necessary, independent advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments, investment strategies pursued, charges and tax implications.
- (f) MGMC, from time to time and as often as it deems appropriate, may issue material ('the Material'), which contains information including but not limited to the conditions of the financial market, posted through its website and other media. It should be noted the Material is considered to be marketing communication only and does not contain, and should not be construed as containing, investment advice or an investment recommendation or, an offer of or solicitation for any transactions in financial instruments. MGMC makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of MGMC, a third party or otherwise. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of MGMC.
- (g) The client understands that no physical delivery of a CFDs underlying instrument (or reference instrument) that he / she traded through his / her trading account shall occur.
- (h) The client accepts that MGMC is the only execution venue, which is a non-regulated market.
- (i) The client may trade through his / her trading account from 00.00.01 (GMT +2) on a Monday until 00.00.00 (GMT +2) on a Friday. It should be noted that trading of certain financial instruments occurs during specific time periods; the client is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The client shall be notified of any market holidays through the internal e-mailing system.
- (j) MGMC is entitled to refuse the provision of any investment or ancillary service to the client, at any time, without being obliged to inform the client of the reasons to do so in order to protect the legitimate interests of both the client and MGMC.

## **7. CLIENT CLASSIFICATION**

- (a) The client shall be treated as a Retail Client, a Professional Client or an Eligible Counterparty depending on the information that he / she provided when completing the application form; this information shall determine the client's classification by MGMC. Therefore, the client is responsible for notifying MGMC if his / her personal circumstances change.
- (b) If a client desires to be re-classified then he / she needs to send a written request; MGMC shall consider such request at its discretion.
- (c) The client classification may be reviewed, at any time, by MGMC at the latter's discretion. The client shall be notified in writing by MGMC in relation to the above.
- (d) The client is bound by the Client Categorization Notice. Further details are available online at [www.mgmc-mg.com](http://www.mgmc-mg.com).

## **8. CAPACITY**

- (a) MGMC shall act, at all times, act as principal.
- (b) Even if the client identifies a legal or natural person (the Third Party) who is responsible for acting on the client's behalf, through a Power of Attorney, MGMC will not consider Third Party as a client, unless specifically agreed otherwise.

As a result, no information shall be disclosed to the 3rd Party in relation to the client and / or the client's trading activity . However, MGMC may give trading instructions to MGMC on the client's behalf.

- (c) The client authorizes MGMC to rely and / or act on any instructions sent by the former to the latter, without the need on MGMC's part for confirming the authenticity of the instruction or the identity of the person communicating the instruction.

## 9. ASSURANCES AND GUARANTEES

- (a) The client assures and guarantees that: (1) the Funds, according to paragraph 10.a below, belong to the client and are free of any lien, charge, pledge or other encumbrance; (2) the Funds, according to paragraph 10.a below, are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and (3) he / she acts for his / herself and is not a representative or trustee of a third person, unless he / she produces to the satisfaction of MGMC document(s) to the contrary.
- (b) The client guarantees the authenticity and validity of any document sent to MGMC during the account opening process and the life of the trading account.

## 10. CLIENT MONEY

- (a) Once received, client funds ('the Funds') shall be deposited in an institution ('the Institution') specified by MGMC on the client's behalf, segregated from any of MGMC's funds.
- (b) MGMC is not obliged to pay interest to the client for the Funds deposited.
- (c) MGMC may, from time to time, without the client's permission merge the Funds held in different trading accounts; under no circumstances, does this imply that the client has the right to a credit facility.
- (d) The client has the right to withdraw, at any time, any part of the Funds equal to the free margin that is available in the relevant trading account provided that there are Funds available. It should be noted that such request may take up to three (3) business days in order to be processed. MGMC reserves the right to request additional information and / or documentation to satisfy itself that the request is legitimate. In addition, MGMC reserves the right to reject such a request if it deems that this may not be legitimate. The client accepts that under such circumstances there may be a delay in processing the request.
- (e) The client accepts that the Funds shall be deposited in his / her trading account on the value date received by the Institution, net of any transfer fees or other charges incurred by MGMC that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.
- (f) The client accepts that the Funds shall be deposited in his / her trading account only if MGMC is satisfied that the sender of the Funds is the client or his / her authorized representative; if MGMC is not satisfied as to the above, then MGMC has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by MGMC, using the same transfer method as the one through which it originally received the Funds.
- (g) The client accepts that withdrawal of any part of the Funds shall be concluded using the same transfer method and the same remitter as the one which MGMC originally received the Funds from; under such circumstances, MGMC shall return the part of the Funds requested net of any transfer fees or other charges incurred by MGMC.
- (h) MGMC reserves the right to decline a withdrawal that the client requested using a different transfer method and has the right to suggest an alternative transfer method.
- (i) If, at any time, MGMC is not satisfied with the documentation provided by the client in relation to the withdrawal / deposit, MGMC reserves the right to reverse to the remitter any part of the Funds net of any transfer fees or other charges incurred by MGMC, using the same transfer method as the one through which it originally received the Funds.
- (j) The client accepts that the Institution may reverse any part of the Funds, for any reason; as a result, MGMC shall immediately reverse the respective amount from the trading account net of any transfer fees or other charges incurred by MGMC, using the same transfer method as the one through which it originally received the Funds. The client accepts that this may result to a negative balance in the trading account, under such circumstances, MGMC may merge the Funds held in different trading accounts as described in paragraph 10.c, above.

- (k) The client accepts that any request that relates to the administration of the trading account shall be made through MGMC Direct (direct.mgmc-mg.com).
- (l) MGMC shall take all reasonable steps to ensure that the client is informed regarding the progress of any request referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.
- (m) If the client's trading account is inactive for at least a calendar year, MGMC reserves the right to charge an account maintenance fee of USD15 (or currency equivalent) per month in order to maintain the trading account open.
- (n) If the client's trading account has Funds of less than USD15 (or currency equivalent), MGMC reserves the right to close the account, after notifying the client accordingly, and charge a relevant fee.

**11. CHARGES**

- (a) Prior to trading CFDs the client needs to consider any applicable charges such as spreads, commissions and swaps. The client is solely responsible for requiring clarifications from MGMC in relation to the above, if necessary.
- (b) The client should note that not all charges are represented in monetary terms (ie. charges may appear as a percentage of the value of a trade; therefore, the client needs to ensure that he / she understands the value that the percentage amounts to.
- (c) MGMC reserves the right to change, from time to time, any of the charges applicable to clients when trading financial instruments without prior written notice to the latter; the most up-to-date information shall be found online at [www.mgmc-mg.com](http://www.mgmc-mg.com).
- (d) The client should note that any applicable charges shall be instantly deducted from his / her trading account.
- (e) Spreads and Commissions - The applicable spreads and commissions charged when conducting a trade are available online at [www.mgmc-mg.com](http://www.mgmc-mg.com).
- (f) Swaps - The swap is the value added or deducted for holding an open position overnight.
- (g) Depending on the position held and the interest rates of the currency pair involved in a transaction the client may either be credited or debited for financing the transactions; the operation is conducted at 23:59 server time and the resulting amount is automatically converted into the client's balance currency.
- (h) From Friday to Tuesday swap is charged once and from Wednesday to Thursday swap is charged in triple size. It should be noted that MGMC charges its own interest; the rollover interest rates of MGMC are based on the overnight rates as provided; MGMC updates such rate as often as it deems necessary.
- (i) Further information regarding swaps can be found on [www.mgmc-mg.com](http://www.mgmc-mg.com).

**12. LIABILITY**

- a) MGMC shall, at all times, conclude client's transactions in good faith.
- b) MGMC bears no responsibility for any acts or omissions concluded by either the natural or legal person that provides MGMC with information in relation to the execution of the client's transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of MGMC.
- c) MGMC bears no responsibility for any loss of opportunity that results in reduction in the value of the client's transactions in financial instrument, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of MGMC's deliberate actions or omissions.
- d) MGMC bears no responsibility for any loss incurred as a result of the acts or omissions of the Institution or its employees, including but not limited to instances false or misleading information provided by the client.

**13. INDEMNITY**

The client shall indemnify, or indemnify on demand MGMC for any costs incurred under the provision of investment or ancillary services by the latter, including but not limited to (i) the client's breach of the Service Agreement or (ii) false or misleading information provided by the client to MGMC.

**14. DURATION OF THE SERVICE AGREEMENT**

The Service Agreement shall be effective since the day described in the 'Commencement of the Service Agreement' section, for an indefinite time and shall continue until its termination or default.

**15. AMENDMENTS TO THE SERVICE AGREEMENT**

- (a) MGMC reserves the right to amend, from time to time, any part of the Service Agreement, especially if MGMC deems that such amendments are necessary given an announcement by a regulatory authority of a competent jurisdiction. Under such circumstances, the client shall be notified either in writing or through MGMC's website ([www.mgmc-mg.com](http://www.mgmc-mg.com)) ; It should be noted that the client's consent is not required for any amendment to be effective immediately.
- (b) The client reserves the right to terminate the Service Agreement with fifteen (15) days from the announcement of an amendment. Upon expiry, even if the client is silent, MGMC deems that the former consents to any amendments.

**16. TERMINATION AND DEFAULT**

- (a) The client reserves the right to terminate the Service Agreement within Fifteen (15) business days from the announcement of an amendment under the 'Amendments to the Service Agreement' section above, by sending a notification through registered post to the MGMC Head Office, given that there are no open positions traded through the relevant trading account and the client has no outstanding obligations to MGMC.
- (b) The client reserves the right to terminate the Service Agreement, for any reason, having provided a seven (7) business days written notice by sending a notification through registered post to the MGMC Head Office, given that there are no open positions traded through the relevant trading account and the client has no amounts due for payment to MGMC.
- (c) MGMC may terminate the Service Agreement for any reason by giving the client at least seven (7) business days written notice, specifying the termination date.
- (d) The client acknowledges that MGMC reserves the right to terminate the Service Agreement immediately by providing the former with a written notice, if paragraph 17.e, below, becomes effective.
- (e) MGMC shall immediately terminate the Service Agreement, in the event of:
  - (1) a violation of any part of the Service Agreement on behalf of the client,
  - (2) an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings that involve the client,
  - (3) a client's death; and
  - (4) a client involving MGMC in any type of fraud.
- (f) A termination of the Service Agreement shall not imply that any of the client's responsibilities cease to exist; the latter shall still be liable to pay to the Firm:
  - (1) any amount that is due to MGMC;
  - (2) any expenses that are incurred by MGMC, as a result of the termination of the Service Agreement; and
  - (3) any damage that has arisen because of an arrangement or settlement.
- (g) Upon termination of the Service Agreement under paragraph 17.a, above, MGMC shall immediately transfer to the client any amount available in the relevant trading account minus any outstanding amount that is due to MGMC by the client.
- (h) If paragraph 17.e, above, becomes effective MGMC reserves the right to reverse any transactions that are deemed to be contrary to MGMC's or the clients' interests.

**17. RISK DISCLOSURE**

For details read Annex A of the Client Agreement.

**18. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

- (a) MGMC shall not disclose to a third party, any of the client's confidential information unless required to do so by a regulatory authority of a competent jurisdiction. Such disclosure shall occur on a 'need-to-know' basis, unless otherwise instructed. Under such circumstances, MGMC shall expressly inform the third party regarding the confidential nature of the information.
- (b) The client accepts and consents that MGMC may, from time to time, contractually engage companies for statistical purposes in order to improve MGMC's marketing; as a result, some or all of the client's personal data may be disclosed on an anonymous and aggregated basis only.

**19. RECORDINGS OF TELEPHONE CALLS**

- (a) The content of any telephone call ("the Telephone Record") between the client and MGMC may be recorded and saved as a magnetic or electronic record. The client agrees that MGMC has the right to use the Telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the client and MGMC.
- (b) All instructions received from the Client, during a telephone call, in relation to trading financial instruments shall be conclusive and binding unless conditions described in paragraph 5.k of the Terms and Conditions are triggered.
- (c) MGMC may provide copies of such recordings of telephone calls to a regulatory authority of a competent jurisdiction, without informing the client.

**20. CONFLICTS OF INTEREST**

- (a) The client accepts that a conflict of interest may arise when the interest of MGMC competes or interferes, or appear to compete or interfere, with the client's interests under the Service Agreement.
- (b) Specifically, the client accepts that:
  - (1) MGMC may assign or transfer the execution of the client's instruction to another member company of the MGMC Group of Companies;
  - (2) MGMC may execute at the same time instructions by different clients that are opposite to one another;
  - (3) MGMC may establish business, including but not limited to trading relationships, with other issuers of financial instruments and MGMC may have a financial interest in such instruments;
  - (4) MGMC acts as a market maker and in this context there may be inherent conflicts of interest; and
  - (5) MGMC may pay commission, or any other related fee, to a third party as a result of either (i) introducing the client or (ii) the client's trading activity. Under such circumstances the client shall be notified in writing.
- (c) For further details, please read the MGMC Conflicts of Interest Policy; available online at [www.mgmc-mg.com](http://www.mgmc-mg.com).

**21. DIRECT CONTACT CONSENT**

The client consents that any communication received by MGMC, from time to time, in relation to the Service Agreement -or any other communication in relation to marketing- does not breach any of the client's rights under the Service Agreement. For details read Annex A of the Client Agreement.

**22. REPRESENTATIONS AND WARRANTIES**

- (a) The client represents that he / she has not been coerced or otherwise persuaded to enter into the Service Agreement.
- (b) The client declares that he / she is over eighteen (18) years of age, in case the client is a natural person, or has full capacity, (in case the Client is a legal person). The client may enter into the Service Agreement.
- (c) The client accepts that MGMC reserves the right to revoke at any time, without prior written notice, any Power of Attorney that govern the relationship of the client with his / her authorized representative.
- (d) The client declares that he / she is fully aware of any implications, including but not limited to any restrictions, set by his / her local jurisdiction in relation to entering the Service Agreement



- (e) The client declares that any trading in financial instruments is proportional and / or reasonable to his / her specific financial situation and that independent financial advice has been sought, or will be if necessary.
- (f) The client accepts that the trading of any transactions in financial instruments shall occur only through the MGMC trading platform(s) available at any given time to the client.
- (g) The client accepts the contract specifications for each financial instrument which is available online at [www.mgmc-mg.com](http://www.mgmc-mg.com). In addition, the client accepts that MGMC reserves the right to change the contract specifications without giving him / her prior written notice.
- (h) If a client is more than one natural or legal persons, the client's obligations and liability under the Service Agreement shall be joint and several. Under the above mentioned circumstances any communication, including but not limited to a notice and order to one , shall be construed as delivered to all natural or legal persons that together form the client.
- (i) The client accepts that MGMC shall take all reasonable steps to ensure compliance with applicable rules and regulations; such reasonable steps shall be binding upon the client.
- (j) The client accepts the fact that MGMC shall have a lien on any amount that is deposited in his / her trading account that is due for payment by the former to the latter. Although MGMC does not need the client's consent in order to exercise the lien the former shall notify the latter of its intention, accordingly.
- (k) The client represents that if an amount is due for payment to MGMC, the later shall be entitled to debit the client's trading account.
- (l) The client consents that if his / her trading account is inactive for three months and its balance is less than Fifteen Dollars (US\$ 15), or currency equivalent, then MGMC may at its discretion disable the trading account. The client may enable his / her trading account, at any time; The status of a trading account can be viewed through MGMC Direct ([direct.mgmc-mg.com](http://direct.mgmc-mg.com)).

### 23. FORCE MAJEURE EVENT

- (a) MGMC shall, in its reasonable opinion, determine that a force majeure occurred. Under such circumstances MGMC shall take all reasonable steps in order to inform the client.
- (b) A force majeure, is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economical or similar event or circumstance that occurred after a transaction in a financial instrument and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegal and similar actions against the MGMC servers that may be outside the control of with the client or MGMC.
- (c) If MGMC determines that a force majeure event occurred, without prejudice to any other rights of the client under the Service Agreement, MGCM may:
  - (1) increase margin requirements; and / or
  - (2) increase spreads; and / or
  - (3) decrease leverage: and / or
  - (4) close-out, in good faith, any open positions at a price that MGMC considers reasonable; and / or
  - (5) request amendments to any closed positions; and / or
  - (6) suspend the provision of investment and / or ancillary services to the client, and /or
  - (7) amend any of the content of the Service Agreement on the basis that it is impossible for MGMC to comply with it.

### 24. GOVERNING LAW AND JURISDICTION

- (a) The client accepts that the Service Agreement and any investment and / or ancillary services provided under it by MGMC shall be governed by the law of the Belize.
- (b) Any proceedings and their settlement that may involve MGMC and the client shall take place in the competent courts of the Belize.

**25. MISCELLANEOUS**

- (a) Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the client to MGCM in writing and shall be sent to the MGMC Head Office address which appears in the 'Contact Us' page ([www.mgmc-mg.com/contacts](http://www.mgmc-mg.com/contacts)). Any notice, instruction, request or other communication shall be effective upon receipt by MGMC.
- (b) The client shall not, under any circumstance, assign or transfer any of his / her rights and / or obligations under the Service Agreement to another natural or legal person.
- (c) MGMC may, under certain circumstance, assign or transfer any of its rights and/ or obligations under the Service Agreement to another natural or legal person, in whole or in part provided that such natural or legal person agrees to abide by the Service Agreement.
- (d) If, for any reason, any part of the Service Agreement is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the Service Agreement therefore the remainder of the Service Agreement shall remain unaffected.

**26. IMPORTANT INFORMATION**

- (a) CFDs are not eligible for sale in certain jurisdictions or countries. The Notice is not directed to any jurisdiction or country where its publication, availability or distribution would be contrary to local laws or regulations, including the United States of America. The Notice does not constitute an offer, invitation or solicitation to buy or sell CFDs. It may not be reproduced or disclosed (in whole or in part) to any other person without prior written permission. The Notice is not intended to constitute the sole basis for the evaluation of the client's decision to trade in CFDs.

**27. FAQs**

- (a) Questions regarding the Terms and Conditions should be addressed, in the first instance, to the Customer Support Department.
- (b) Customer Support Department  
Email: [support@mgmc-mg.com](mailto:support@mgmc-mg.com)  
Telephone: +501.2236910  
North America Toll Free Number: 1(800)9481357

**28. ADDITIONAL CONTACTS**

- (a) Dealing Department  
Email: [dealing@mgmc-mg.com](mailto:dealing@mgmc-mg.com)  
Telephone: +501.2236910  
North America Toll Free Number: 1(800)9481357
- (b) Compliance Department  
Email: [compliance@mgmc-mg.com](mailto:compliance@mgmc-mg.com)  
Telephone: +501.2236910  
North America Toll Free Number: 1(800)9481357
- (c) Account Department  
Email: [account@mgmc-mg.com](mailto:account@mgmc-mg.com)  
Telephone: +501.2236910  
North America Toll Free Number: 1(800)9481357
- (d) Customer Services Department  
Email: [cs@mgmc-mg.com](mailto:cs@mgmc-mg.com)  
Telephone: +501.2236910  
North America Toll Free Number: 1(800)9481357

**29. ANNEXES – Annex A: Risk Disclosure Notice**

**Annex A: Risk Disclosure Notice**

**RISK WARNING:** Contracts for Difference (CFDs) are complex financial products, which have no set maturity date. Therefore, a CFD position matures on the date a client chooses to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. Interest is not guaranteed. As a result, CFDs may not be suitable for all individuals. The client should not risk more than he / she is prepared to lose. Before deciding to trade, the client shall ensure that he / she understands the risks involved and take into account his / her level of experience. The client may seek independent advice, if necessary.

**SCOPE OF THE NOTICE**

- 1.1 The Risk Disclosure Notice ('the Notice') is provided to the client in accordance with IFSC on the basis that you are proposing to trade with MGMC in contracts for difference ('CFDs'). These are leveraged products, and you can incur a high level of risk which can result in the loss of all your invested capital.
- 1.2 It should be noted that the Notice does not contain all the risks and aspects involved in trading CFDs; therefore, the client needs to ensure that his / her decision is made on an informed basis taking into consideration the following:

**PRODUCT DESCRIPTION**

- 2.1 A CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals, futures and shares. The profit or loss is determined by the difference between the price a CFD is bought and the price it is sold at and vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or underlying asset occurs. It should be noted that when clients purchase CFDs on shares they are merely speculating on the share's value to either increase or decrease.
- 2.2 CFDs fluctuate in value; the price movements of CFDs are determined by a number of factors including but not limited to speculation and availability of market information.

**PERFORMANCE**

- 3.1 It should be noted that past performance of CFDs is not a useful indicator of future performance.

**MAIN RISKS ASSOCIATED WITH TRANSACTIONS IN CFDs**

- 4.1 Prior to trading CFDs, the client needs to ensure that he / she understands the risks involved in CFDs which are, leveraged products; therefore, they carry a higher level of risk to the client's capital compared to other financial products. The value of CFDs may increase or decrease depending on market conditions.
- 4.2 Due to the fact that CFDs are leveraged products, engaging in CFD trading may not be suitable for the client and independent advice should be sought if necessary. The potential for profit must be balanced alongside prudent risk management given the significant losses that may be generated over a very short period of time when trading CFDs.
- 4.3 The client should not commence trading in CFDs unless he / she understand the risks involved.

**CAPITAL LOSS**

- 5.1 CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital. However, it should be noted that MGMC operates on a 'negative balance protection' basis; this means that the client cannot lose more than his / her initial investment.

**CREDIT RISK**

- 6.1 When trading CFDs, the client is effectively entering into an over-the-counter (OTC) transaction. This implies that any position opened with MGMC cannot be closed with any other entity. OTC transactions may involve greater risk compared to transactions occurring on regulated markets, for example traditional exchanges. This is due to the fact that in OTC transactions there is no counterparty and either party to the transaction bears certain credit risk (or risk of default).

**LEVERAGE ( OR GEARING)**

- 7.1 CFD trading, unlike traditional trading, enables the client to trade the markets by paying only a small fraction of the total trade value. However, it should be noted that leverage, or gearing as it is often referred to, means that a relatively small market movement may lead to a proportionately much larger movement in the value of the client's position. MGMC offers flexible leverage starting from 1:1 up to 1:100.

Nonetheless, it should be noted that leverage on gold and silver is fixed at 1:50. Every Friday from 21.00 until 24.00 server time, or during any other time period specified by MGMC. MGMC sets a maximum leverage rate for opening a position of 1:100. If the latter occurs the client shall be informed accordingly.

- 7.2 It should be noted that MGMC shall monitor the leverage applied to client's positions, at all times; MGMC reserves the right to decrease the leverage depending on the client's trade volume.
- 7.3 For further details refer to [www.mgmc-mg.com](http://www.mgmc-mg.com).

### **MARGIN ACCOUNT AND REQUIREMENTS**

- 8.1 The client needs to ensure that he / she has sufficient margin on his / her trading account, at all times, in order to maintain an open position. In addition, the client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds. It should be noted that MGMC is not responsible for notifying the client for any such instances.
- 8.2 At margin levels of 30% for MGMC Top Trader, MGMC has the discretion to begin closing positions starting from the most unprofitable one. In addition, at margin levels of 20% for MGMC Top Trader, MGMC shall automatically begin closing positions at market price, starting from the most unprofitable one.

### **ABNORMAL MARKET CONDITIONS**

- 9.1 Under abnormal market conditions, CFDs may fluctuate rapidly, due to unforeseeable events that cannot be controlled either by MGMC or the client. As a result, MGMC may be unable to execute the client's instructions at the declared price and a 'stop loss' instruction cannot guarantee to limit the latter's loss.
- 9.2 CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

### **TRADING PLATFORM CONDITIONS**

- 10.1 The client accepts that the only reliable source of price related information is the Quotes represented on the real / live server. This service may be disrupted and as a result price related information may not reach the client.
- 10.2 The client shall regularly consult the 'Help' menu or User Guide of the trading platform(s). If a conflict arises the Service Agreement shall prevail unless MGMC determines, in its sole discretion, otherwise.

### **COMMUNICATION**

- 11.1 MGMC bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the client by MGMC.
- 11.2 In addition, MGMC bears no responsibility for any loss that arises as a result of unencrypted information sent to the client by MGMC that has been accessed via unauthorized means.
- 11.3 MGMC bears no responsibility for any unreceived or unread internal messages sent to the client through the trading platform(s). In case a message is not received or read within seven (7) calendar days the message gets automatically deleted.
- 11.4 The client is solely responsible for the privacy of any information contained the communication sent to MGMC.
- 11.5 Moreover, the client accepts that any loss that arises as a result of unauthorized access of a third party to the client's trading account is not the responsibility of MGMC.

### **FORCE MAJEURE EVENT**

- 12.1 In case of a Force Majeure, the client shall accept any loss arising from it.
- 12.2 For Further details read the 'Force Majeure Event' section, above.

### **TAXATION**

- 13.1 Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument, independent tax advice should be sought, if necessary, to establish whether the client is subject to any tax, including stamp duty.

**ACCOUNT REVIEW**

14.1 Through the trading platform(s), the client may review any of his / her trading accounts including but not limited to open and closed positions. In addition, via contact [account@mgmc-mg.com](mailto:account@mgmc-mg.com) by email, the client may safely manage his / her account and deposit or withdraw money depending on his / her trading needs.

**TECHNICAL ISSUES**

15.1 MGMC bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:

- 15.1.1 hardware or software failure, malfunction or misuse either on the client's side or the Firm's or both;
- 15.1.2 poor internet connection either on the client's side or MGMC or both;
- 15.1.3 incorrect settings in the client terminal; and
- 15.1.4 delayed updates of the client terminal.

15.2 The client accepts that at times of excessive transaction flow there might be some delay in contacting, over the telephone, a member of the Dealing Department, especially when there are important market announcements.

[Signature]  
MGMC

[Signature]  
Client

[Signature]  
Witnessed by:

[Signature]  
Witnessed by: