

## TRADING TERMS AND CONDITIONS (“Agreement”)

THE BELOW TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND GLOBAL DYNAMIC MARKETS LIMITED AND SO IT IS IMPORTANT THAT YOU READ THEM CAREFULLY. If you have any questions about these Terms and Conditions, you should contact us as soon as possible and/or seek independent legal advice.

### Company’s details

**GLOBAL DYNAMIC MARKETS LIMITED also known as DYNAMIC MARKETS**

Address: C/o Accuvis Administrators Ltd,  
7A Mayer Street, Port Louis,  
Republic of Mauritius  
E-mail : [info@dynamicmarkets.com](mailto:info@dynamicmarkets.com)  
Telephone: +230 58 69 00 68

### Introduction

**GLOBAL DYNAMIC MARKETS LIMITED also known as DM DYNAMIC MARKETS** (hereafter the “Company”) is a Company incorporated and registered under the laws of the Republic of Mauritius on 18<sup>th</sup> April 2021, with company number 179025 GBC. The Company is licensed by the Financial Services Commission of Mauritius, as an Investment Dealer (Full Service Dealer, excluding Underwriting) pursuant to Section 29 of the Securities Act 2005, Rule 4 of the Securities (Licensing) Rules 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008.

### 1. Definitions

**Access Data** shall mean the login and password of the Client, which are required so as to have access on and use the Platform(s)  
**Agreement** shall mean this Agreement as amended from time to time, inclusive of all document incorporated by reference therein, including any Appendix, as the same may be in force from time to time  
**Business Days** shall mean any day, other than Saturday and Sunday and/or public holiday  
**Client** shall mean the person who has accepted this Agreement  
**Client Account** shall mean the unique personalized account of the Client or a separate pooled Client account  
**Order** shall mean an instruction from the Client to trade on his behalf  
**Parties** shall mean the Client and the Company collectively  
**Trading Account** shall mean the account, which has a unique number, opened by the Company and maintained by the Client for the purposes of trading financial instruments through the Company’s Trading Platform(s) in accordance with the terms of this Agreement.  
**Trading Platform or Platform** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account

### 2. Interpretations

Capitalised terms not specifically defined in this paragraph shall have the meaning awarded to them in the body of this Agreement (or any document incorporated by reference therein, as applicable).  
Paragraph and schedule headings do not affect the interpretation of this Agreement.  
A person includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.  
Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.  
A reference to one gender includes a reference to the other gender.  
A reference to any party shall include that party’s personal representatives, successors and permitted assigns.  
A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.  
Writing or written includes faxes as well as e-mail (unless otherwise expressly provided in this Agreement).  
References to this Agreement include this agreement as amended or varied in accordance with its terms.

### 3. Scope of Agreement

- 3.1. The present Client Agreement determines the contractual relationship between the Client and the Company and shall be binding on both parties from the date and time you accept it.
- 3.2. By accepting the agreement, You, as the Client, confirm that you have understood and are agreeable to all the terms and conditions.
- 3.3. The present Agreement sets out the services offered by the Company and are as follows: -
  - 3.3.1. Provide access to its trading platform and provide access to a liquidity provider;
  - 3.3.2. Aims to serve end customers by offering trading services in various instruments globally;
  - 3.3.3. Provide access to its trading platform to client's subject to clients passing the onboarding process;
  - 3.3.4. Act as an intermediary in the execution of securities transactions for clients;
  - 3.3.5. Trade in securities as principal with the intention of reselling these securities to the public;
  - 3.3.6. Undertake research on different securities for clients based on their risk profile;
  - 3.3.7. Give investment advice which is ancillary to the normal course of its business activities; andManage portfolios of clients

#### **4. The Company**

- 4.1. The Company is duly incorporated under the laws of the Republic of Mauritius and bears Company registration number 179025 GBC. The Company is duly licensed by the Financial Services Commission of Mauritius and hold an Investment Dealer (Full Service Dealer, excluding Underwriting) licence with licence number GB21026278. The Company operates as an Investment Dealer.
- 4.2. The Company registered office address is C/o Accuvise Administrators Ltd, 7A Mayer Street, Port Louis, Republic of Mauritius.
- 4.3. DM Dynamic Markets is the Company registered trade mark.

#### **5. The Business of the Company**

- 5.1. The Company will trade on different types of instruments on the markets such as debt, stocks, Commodities, Exchange Traded Funds (ETF), options, futures, leveraged trading transactions, share based derivative instruments, mutual funds, stock indices, Forex and derivative instruments.
- 5.2. The Company will also offer access to non-listed financial product and other private placement investment product.
- 5.3. Company will have a research desk to keep their clients in the market limelight through regular market, company, industry and macroeconomic reports. The Company will work with clients to formulate their investment portfolios, based on their risk appetite.
- 5.4 The Company will use non-proprietary platforms, namely, Metatrader 4 or Metatrader 5. These two platforms are the leading platforms and are currently the best application on the market.
- 5.5. The Company will also be involved in OTC trading activities.
- 5.6 The Company shall also provide direct phone dealing and dealing through the Company chat service.

#### **6. Opening of a live Trading Account,**

- 6.1.1. The Client agrees that in order to be able to enter into trading transactions, he will have to open a live trading account. The Client agrees that he is only entitled to operate one live account and the Company reserves the right to close any additional accounts.
- 6.1.2. The Client agrees to provide all the KYC documents including the source of funds as may be required by the Company.
- 6.1.3. The Client agrees that a minimum of USD 100/- is required to open a trading account.
- 6.1.4. The Company assures the Client that all the information provided by the Client under the KYC procedure shall be kept confidential and will only be disclosed subject to Clause 11.
- 6.1.5. The Company reserves the right to reject or refuse any registration for a trading account if the KYC documents are not complete.
- 6.1.6. The Client must always ensure that the balance in his accounts is the minimum required to open a trading account.
- 6.1.7. If the Client Account is dormant or inactive (no deposit/withdrawals/trading) for six months, the Company may charge a maintenance fee. The Company will endeavor to inform the Client one month before the delay of six months.

#### **6.2. Operation of a Trading Account**

- 6.2.1. After Client opens a Live Trading Account paragraph (6), will have access to company Trading Platform.
- 6.2.1. Clients will receive Quotes for instruments, where they can place an Order to Open Deals or Close Deals from trading platform of the company.
- 6.2.3. Client can see all, pending orders, open deals and closed deals from deals history from the Trading Platform.
- 6.2.4. Company has Operational Guide, how to use trading platforms in his website.

#### **7. Account Security and Management**

7.1. Once the account is opened, the Client will be provided with a username and password. The Client agrees that the responsibility to keep the password and the username away from the public and safe will remain on him/her. Any misplace, theft or loss of this data, the Client will have to inform the Company within 48 hours.

#### **8. Segregated Accounts.**

The Company is regulated by the Financial Services Commission in the Republic of Mauritius. All funds received from the Client, will be treated as Client's Money and will be kept in a separate account with a bank of our choice either in Mauritius or in Switzerland.

The Company may hold an omnibus account, that is, hold all the Clients' money in one account.

The Company shall be liable to pay its client interest, calculated in accordance with the market rate, on the credit balance in the securities accounts of the client.

#### **9. Payment Methods.**

Subject to the KYC procedure, the Company will only accept cleared funds, that is funds in your bank account, debit or credit card account. The payment methods can be by debit/credit card or bank transfer.

#### **10. Deposit and Withdrawals**

10.1. The Client may deposit funds at any time during the course of the Agreement via the methods already discussed at paragraph 9.

10.2. The Company however reserves the right to request for any documents to confirm the source of funds each time a new deposit is made.

10.3. The Company also reserves the right to reject or refuse any new deposit if the source of funds is not found to be credible and the Company will raise an STR with the relevant authority.

10.4. Once the funds are deposited, the Company undertakes to transfer the funds to the relevant Client's Money Account within 48 hours following the amount is cleared in the bank account of the Company.

10.5. The Company will not accept funds from any third party for the account of the Client.

10.6. The Company shall effect withdrawals of the Client Funds upon receiving written request from the Client. 10.7. The withdrawal request shall only be made by signing the withdrawal request form as provided by the Company.

10.8. Upon receiving the withdrawal request, the Company undertakes to pay the aforesaid sum within a period of 3 Business days provided the conditions are met:-

10.9. The withdrawal request contains all the necessary information

10.10. The Client has to indicate in clear terms the account in which the money is to be transferred. The account to be in the name of the Client.

10.11. The Client balance needs to exceed the balance in the account taking into consideration of the charges. All the transfer charges have to be borne out by the Client and the latter authorizes the Company to debit his/her account for the relevant charges.

10.12. There is no Force Majeure preventing the withdrawal.

#### **11. Conflicts of Interest Policy**

11.1. The Company assures the Client it has reasonable steps already designed to avoid and detect conflict of interest arising between the Company and the Client as well other clients and thus the Company has adopted the principle to treat all the Clients fairly in the same manner.

11.2. The Company has already set out in its Internal Control Manual the policy on conflicts of Interest.

11.3. The conflicts of interest policy applies to all directors, employees, any person linked directly or indirectly to the Company.

#### **12. Complaints Handling Procedure**

12.1. All the complaints shall be sent by email on [compliance@dynamicmarkets.com](mailto:compliance@dynamicmarkets.com) . The complaint shall be assigned a unique number and the Company shall revert and communicate as per Company internal complains manual.

#### **13. Disclosure of Client Information**

13.1. All the information submitted by the Client shall be kept confidential by the Company but however this information can only be disclosed in the following circumstances: -

13.1.1. With the consent of the Client.

13.1.2. Where is required by law or order from a Competent Court.

13.1.3. To the relevant authorities in the investigation of fraud, money laundering or illegal activities.

13.1.4. To the Company's professional advisors upon a signature of confidentiality agreement with them.

#### **14. Modification of the Agreement**

14.1. Subject to Clause 14.2, the present Agreement can only be modified with the mutual consent of the Client and the Company.

14.2. The Company may upgrade the Client Account, the Platform or enhances the services offered to the Client if it reasonably considers it to be in the Client's advantage but any increased costs has to be communicated to the Client beforehand.

#### **15. Force Majeure**

15.1. The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil, commotion, labour dispute, act of government, state, governmental or supranational body or authority, pandemic, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Client or any third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a "Force Majeure Event").

#### **16. Experience and Knowledge on Financial Matters**

16.1. The Client reckons that the Company non-proprietary platform is available and may be used only by persons who have sufficient experience and knowledge in financial matters.

16.2. By entering into the present agreement, the Client hereby confirms that he/she has sufficient experience and knowledge in financial matters and that they have evaluated the merits and risks of the platform before entering into transactions. The Company has no obligation to check or enquire whether the Client has sufficient knowledge or experience in financial matters.

16.3. The Client equally confirms that he/she is aware of the financial risks involved and therefore is completely aware that there is the risk of the investment being lost in the transaction(s) that he is entering into and unless there is a "*faute lourde*" on the part of the Company, the latter cannot be held responsible for the loss of funds resulting into the Transactions entered via the Trading Platform.

#### **17. Trading Platforms**

17.1. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

17.2. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

17.3. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

17.4. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

#### **18. Placement and Execution of Orders**

18.1. The Client may place Orders on the Platform(s) by using his Access Data issued by the Company for that purpose or by telephone call by providing the identification information requested and the Essential Details.

18.2. The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

18.3. Orders placed via phone will be placed by the Company on the Trading Platform of the Company.

18.4. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company

#### **19. Trade Confirmations**

19.1. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information.

19.2. If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company within 10 (ten) Business Days from the date the Order was sent or ought to have been sent (in the event that a Confirmation was not sent). If the Client expresses no objections during this term the Company should not be held responsible for any breach of its obligations.

## **20. Communication and Notices**

### **20.1. The Company:**

Registered office address: Global Dynamic Markets Limited, C/o Accuvise Administrators Limited, 7A Mayer Street, Port Louis, Republic of Mauritius

Email: [info@dynamicmarkets.com](mailto:info@dynamicmarkets.com)

Phone: +230 58 69 00 68

20.2. Any notices and communications sent to the abovementioned address shall be deemed to have been delivered.

## **21. Severability**

21.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

21.2. Any modification or deletion shall not affect the validity of the rest of the Agreement.

## **22. General Risk Disclosures**

22.1. The Company does not and cannot guarantee the initial capital of the Client or its value at any time or any money invested in any financial instrument.

22.2. The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in financial instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

22.3. The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts and declares that he is willing to undertake this risk.

22.4. The Client should not engage in any investment directly or indirectly in financial instruments unless he knows and understands the features risks involved for each one of the financial instruments.

22.5. If the Client is in any doubt as to the suitability of any investment, he should seek independent expert advice.

22.6. The Client undertakes the risk that his trades in financial instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances.

22.7. The Company does not warrant that no tax and/or any other stamp duty will be payable.

22.8. The Client should be responsible for any Taxes and/or any other duty which may accrue in respect of his trades.

## **23. Fees**

23.1. In consideration for the provision of services the Company shall be entitled to receive fees from the Client together with compensation for all related expenses the Company incurred for the provision of the services (including fees and other expenses paid to third parties).

23.2. The Client agrees that the fees may change in relation to maintenance fees of the Platform, changes in regulation or changes in government policies.

23.3. The Client hereby agrees that the fees shall be deductible from the Client's Account and the Company will notify the Client when the fees have been deducted.

## **24. Termination of Agreement**

24.1. Any party can terminate the present agreement by giving one month written notice to the other party.

24.2. The parties will enter into a settlement agreement and the Client will settle all his dues towards the Company and the Company will close the Client Account and remit all the funds to the Client, less any exit fees on closure.

24.3. In the event of any breach of any clause of the present Agreement, the other party will send the defaulting party a written notice to remedy any default within 15 days failing which the agreement can be terminated as of right.

24.4. If either the Company or the Client is facing insolvency proceedings, either party may terminate the Agreement by giving 15 days notice to other party.

24.5. The Agreement will be terminated as of right if the Company is the subject of a winding up order by the Courts of Mauritius.

24.6. The Agreement will be terminated as of right if the Client is the subject of a bankruptcy order by the Courts of Mauritius or his jurisdiction.

24.7. If during the course of the Agreement, the Company has reasonable suspicion concerning the source of funds of the Clients, the Company may terminate the Agreement with immediate effect if no satisfying documents are provided by the Client.

24.8. All Chargeback request or Call-Back requests to the Bank Transfer from clients are treated as Payment Fraud or Abuse of Payment Protection, both cases are handled same way by the company.

24.8.1. When suspicious payment fraud activity relating to any deposit is detected by the Company, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time.

24.8.2. The Company reserves the right to charge a "20% fee" from the amount of Payment Fraud which is related to the chargeback or call-back request made by client.

24.8.2.1. All reviews will be end when the Bank or Payment Provider lifted the chargeback and release the amount. However, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by the Company's compliance department. In addition to the fees mentioned in paragraph (24.8.2.), Company reserves the right to charge the client any legal fees that the Company may incur to protect itself against payment fraud or abuse of payment protection.

24.8.2.2. In case when there is a suspicious Payment Activities all reviews will be end when client sent all asked additional documents by compliance team of the company. Company may not charge the client any fee if client co-operate.

24.8.3. Access to the Client's account will be temporarily prohibited, any open positions will be closed, any active orders will be cancelled immediately in order to reduce the Client's exposure to risk.

24.8.4. The Company reserves the right to deduct the disputed amount until any investigation from the Company's side is completed.

24.8.5. Any remaining balance, profits or revenues from client trading account may be seized.

24.8.6. Company's sole discretion to terminate any (and all) of the Client's accounts with the Company, without giving any further written notice if associated with the same fraudulent payment.

## 25. Intellectual Property

25.1. All intellectual property of our proprietary platforms, products and services belongs to the Company. We allow you only the access and the use of the platforms for the performance of the trade transactions. Intellectual Property includes but it is not limited to any copyright on materials, the platforms, software, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.

## 26. Exclusion of Liability

26.1. The Client confirms that he/she is over 18 years of age, so as to enter into a contractual relationship with us.

26.2. The Client agrees that the services of the Company are currently provided solely electronically. The Company shall not be liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third party system.

26.3. The Company cannot guarantee that the software and / or the system that we own or we manage on behalf of a third party, is uninterrupted and error free or available at all times.

26.4. The Client agrees not transmit to or in any way, whether directly or indirectly, expose our system to any computer virus or other similarly harmful or malicious material or device.

26.5. In no event shall the Company be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, system, products and services, except as stated in this Agreement.

## 27. Governing Law

27.1. The present agreement shall be governed by the Laws of the Republic of Mauritius.

## 28. Dispute Resolution

28.1. In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

28.2. To such end the Parties must within seven (7) Business Days of a dispute arising convene a meeting between persons nominated by each Party (the "Appointed Persons") and other relevant members of management to attempt to resolve the dispute.

28.3. If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.

28.4. If the Appointed Persons do not reach such settlement within a further period of fourteen (14) Business Days (the “Final Negotiation Date”), the dispute will be referred to exclusive jurisdiction of the courts of Mauritius..

**29. Personal Data Protection**

29.1. The Client hereby authorizes the Company to collect, use, disclosure, transfer and retain his personal data for such purposes as set out in this Agreement or as permitted by applicable laws or regulations and further authorizes the Company to disclose such personal data to such persons and for such purpose as may be necessary or desirable for the Company to perform the Services. The Client also authorizes the Company to disclose any personal or financial information to service providers including without limitation custodians or other broker-dealers and their affiliates, third party managers and their affiliates, account display, performance, or aggregation service providers, and parties maintaining or servicing customer relationship management software or websites.

29.2. Except as is required for the purpose of this Agreement, the Company will not share information regarding Client’s personal and financial affairs (“Client Data”) with any third party, and will use commercially reasonable measures designed to protect Client Data from unauthorized access or disclosure.