



**METALS TRADING AGREEMENT**



<b>INTRODUCTION .....</b>	<b>3</b>
<b>SCOPE OF AGREEMENT .....</b>	<b>3</b>
<b>COMMENCEMENT, DURATION OF THE AGREEMENT AND RIGHT TO CANCEL .....</b>	<b>3</b>
<b>THE SERVICES WE PROVIDE .....</b>	<b>4</b>
<b>OPENING AN ACCOUNT.....</b>	<b>4</b>
<b>OUR DEALING ROOM .....</b>	<b>5</b>
<b>SECURITY, AUTHENTICITY AND ACCESS.....</b>	<b>5</b>
<b>FUNDING YOUR ACCOUNT AND WITHDRAWING FUNDS .....</b>	<b>6</b>
<b>MARGIN AND LEVERAGE .....</b>	<b>7</b>
<b>INSTRUCTIONS AND ORDERS.....</b>	<b>7</b>
<b>UNDERSTANDINGS OF BOTH PARTIES.....</b>	<b>8</b>
<b>OUR CHARGES .....</b>	<b>9</b>
<b>TAXATION.....</b>	<b>10</b>
<b>CONFIDENTIALITY AND DATA PROTECTION.....</b>	<b>10</b>
<b>OUR COMMUNICATIONS WITH YOU.....</b>	<b>11</b>
<b>RECORDING OF COMMUNICATIONS .....</b>	<b>11</b>
<b>REPRESENTATIONS AND WARRANTIES .....</b>	<b>11</b>
<b>EXCLUSION OF LIABILITY .....</b>	<b>13</b>
<b>INDEMNITY.....</b>	<b>14</b>
<b>FORCE MAJEURE .....</b>	<b>15</b>
<b>AMENDMENTS TO THIS AGREEMENT.....</b>	<b>16</b>
<b>EVENTS OF DEFAULT .....</b>	<b>17</b>
<b>TERMINATION .....</b>	<b>18</b>
<b>GOVERNING LAW AND JURISDICTION.....</b>	<b>19</b>
<b>GENERAL PROVISIONS.....</b>	<b>19</b>
<b>SIGNATURE OF AGREEMENT.....</b>	<b>20</b>
<b>Schedule A: Glossary.....</b>	<b>21</b>



## INTRODUCTION

1. The Client Agreement (the “Agreement”), including the Schedules as amended from time to time, is the document which governs the relationship between you (also referred to as “Client”, “your” and “yourself”, as appropriate) and Golden Luxury Jewellery LLC (also referred to as “GLJ”, “we”, “us”, “our” and “ourselves”, as appropriate) concerning the services we provide and your activity with us.
2. GLJ is a private company incorporated as an offshore company registered in the Dubai Multi-Commodities Centre in Dubai and authorized to undertake the trade in physical precious metals under license number 790294. Our registered address is situated at Unit No 202, Al Harmoodi Building, Gold Souq, Deira, Dubai, United Arab Emirates (“UAE”).
3. For your benefit and protection, please ensure you take sufficient time to read the Agreement as well as any additional documentation and information available to you via our website prior to opening an account and carrying on any activity with us.

## SCOPE OF AGREEMENT

4. By accepting these terms, you enter into a legally binding agreement with us. You acknowledge that you have read and understood the terms of the Agreement.
5. A glossary of any capitalized terms can be found in Schedule A to the Agreement
6. The Agreement includes, in addition to any Schedules and the “Account Opening Form” completed by you through our Website or otherwise, any information provided to you during the registration procedure.
7. Please note that there are other documents and information available on our Website, which do not form part of the Agreement and provide more details on us and your activities carried on with us.

## COMMENCEMENT, DURATION OF THE AGREEMENT AND RIGHT TO CANCEL

8. The Agreement shall commence once we have informed you about your account being activated. This is once we have completed due diligence and satisfied our Know-Your-Customer requirements.



9. You have the right to cancel the Agreement by giving us notice in writing within the first fourteen (14) days of your account being activated. We will return to you any amount you have transferred to us, subject to you not having entered into any trades via our platform(s).
10. Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the "Termination" section of this document.

#### THE SERVICES WE PROVIDE

11. We will offer you, on execution-only basis, Price Fixing of physical precious metals positions held in your account with us under our Metals Trading Terms and Conditions.
12. GLJ is not authorized by the Dubai Financial Services Authority to provide Derivative products or financial services for the purposes of speculative trading.
13. You agree that you will only use your account for the purpose of trading and hedging of physical precious metals and trades entered into by us with you.
14. We will not offer the trading of derivative contracts including options and will assume that you only use your account for the purpose of trading and hedging of physical precious metals.
15. You understand that your account is not to be used by you for speculative trading of precious metals.
16. We do not provide investment, financial, legal, tax or regulatory advice nor do we provide any other form of recommendation. You understand that you shall make your own assessment of any transaction prior to entering into a trade, and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees, or other related parties as being advice or recommendation. If you are unsure whether you should proceed with this Agreement, you may wish to seek independent advice. We do not offer investment research, and any material containing market analysis is considered marketing communication and should not be construed as advice, recommendation or research.

#### OPENING AN ACCOUNT

17. Following receipt of your "Account Opening Application Form", we may use the information you have provided us to conduct any further enquiries about you as we may deem necessary, or appropriate in the circumstances. This includes, but it is not limited to, verifying your identity information, obtaining references from third parties such as financial institutions or your employer. We may also conduct other searches with third-party information providers and databases (public or otherwise), including credit searches which may appear on your credit history. You understand that we may conduct these enquiries at any stage of the relationship, and we expect you to assist us with any additional information we may require, as failure to do so may lead to termination of the relationship between you and us.



18. We are entitled to rely on the information you have provided in your “Account Opening Application Form” as being correct and accurate at all times, unless you notify us otherwise in writing. It is your responsibility to notify us as soon as possible in writing of any change in the information provided.
19. Where we accept your application to open an account, we will confirm this to you by e-mail and we will provide you with details to access your account, specifically your account number and password (the “Access Codes”). Acceptance of you as a Client is a no guarantee that any further account with us will be accepted.

#### OUR DEALING ROOM

20. Following your account activation, you, and/or your Authorised Representative (collectively referred to as “you”), may offer to enter into transactions for Price Fixing of physical precious metals by telephone call or facsimile by contacting our Dealing Room using the details:

Dealing Room mobile 056-8881255

21. Our Dealing Room Business hours are:

From 9 AM on Sunday to 1 AM on Saturday  
Except select private holidays. However, during Saturdays, Sundays and other international market holidays, rate fixing transactions cannot be undertaken.

22. We will generate a statement of your account at the end of each day’s business and will send such statements to you in physical or electronic form at the address/contact details provided.
23. If you find any discrepancy in such statement of account sent to you, the same needs to be informed to the Dealing Room within 72 hours by telephone or by any other electronic means provided in this agreement. If no communication is received from you within 72 hours of such statement, then it will be considered that the statement is correct and that you agree to the same.
24. If you expressly request, confirmation of such transactions can also be sent to the you within 60 minutes from the time when such transaction takes place on a regular basis.

#### SECURITY, AUTHENTICITY AND ACCESS

25. We will only accept instructions from you and/or your Authorised Representative pursuant to a duly signed “Power of Attorney”. For the avoidance of doubt, Authorised Representatives shall not be considered Customers of GLJ. However, we will consider any instructions from an Authorised Representative as coming directly from you, and we may act upon such instructions without the need to confirm their authenticity or validity.
26. When you, or your Authorised Representative, call our Dealing Room we will verify your identity by requesting you to quote your registered account number, registered name and



registered telephone number (“Account Details”). If we cannot satisfactorily identify you or your Authorised Representative then we reserve the right to refuse to take instructions from the caller.

27. If, under any circumstances, you reveal your Account Details to any person, whether intentionally or unintentionally, we shall bear no responsibility for any loss that may arise, including, but not limited to financial loss and/or loss of opportunity due to your actions and/or omissions.
28. You are responsible for keeping any information regarding your dealings with us, private and confidential. We will bear no responsibility in the event that any person attains unauthorised access to any information regarding your dealings with us, where that information is:
  - a) held by you;
  - b) being transmitted via electronic or any other means, by you to GLJ and/or any other party authorised by us;
  - c) being transmitted via electronic or any other means, by us to you and/or any Authorised Representative.
29. You must notify us as soon as possible if you become aware of your Account Details or any other information regarding your dealings with us being used or becoming known by any person without your authorisation. You accept that we are unable to identify any instances where a person, other than yourself or your Authorised Representative (where applicable), is accessing our Software with your credentials without your express consent.
30. We reserve the right to revoke your access and/or the access of any Authorised Representative to your account at any time, where we deem necessary.
31. Where you have not carried any activity and/or transactions for a period of time, as determined within reason by us, we reserve the right to carry out additional checks and/or request additional documentation from you before we allow you to resume any activity with us.

#### FUNDING YOUR ACCOUNT AND WITHDRAWING FUNDS

32. We will only credit funds to your account upon our receipt of cited cleared funds which will be deposited by you from your registered bank account. We reserve the right not to credit funds to your account where these funds have been received from accounts other than your registered bank account or from third parties.
33. Requests by you to withdraw funds from your account will be subject to your account having sufficient Margin as defined by us for any open positions on your account. We reserve the right to refuse withdrawal requests to accounts other than your registered bank account or to third parties.



34. It is your responsibility to inform us of any changes to your registered bank account details by notifying us by email subject to our verification of the authenticity of your instructions.

#### MARGIN AND LEVERAGE

35. For margin calculation purposes, the Required Margin for the Account will be 5% or as otherwise agreed with you.
36. Any changes made to your Margin Requirement on an Account that is already traded can immediately affect your open positions and may result in a stop-out.
37. At Margin Level of less than 30% we have the discretion to begin closing positions starting from the most unprofitable one. At Margin Level of less than 25% we will automatically close positions at the current market price starting from the most unprofitable one.

#### INSTRUCTIONS AND ORDERS

38. We will only accept instructions transmitted via you or your Authorised Representative calling our Dealing Room, provided that we are satisfied of your identity and of the clarity of the instructions in our official language. It should be noted that GLJ reserves the right to reject such verbal orders when the operator of the Dealing Room is not satisfied with the Client's identify or clarity of the orders. The Client accepts that at times of excessive transaction flow there might be delay in connecting over the telephone with an operator of the Dealing Room, especially when there are important market announcements.
39. Where information has not been transmitted to us via approved means, or where you have misinterpreted any instruction and/or information, it is your responsibility to make the necessary amendments and we will bear no responsibility for any loss, be it financial or of opportunity in connection to said instruction.
40. We bear no responsibility for any loss that arises as a result of delayed or unreceived communication sent by us to you.
41. You understand that time is important when trading on the spot markets for precious metals, therefore you are responsible for ensuring that any communication in relation to your dealings with us is sent to us on time.
42. You accept that we reserve the right to accept, either in part or in full, or reject, any instructions from you; and we may, in our sole discretion execute an instruction received from you without any further enquiry, unless we deem it necessary.
43. We may, at our discretion confirm any instructions received from you via any durable medium or telephone.
44. Where you have appointed an Authorised Representative to deal with us on your behalf, and you wish to cancel his/her appointment you must notify us in writing with 2 days' notice. Until we receive the said notice, any instructions we may receive from the Authorised Representative shall (a) be deemed valid, and (b) shall fully commit you.



45. All orders to trade the metals we offer are final and cannot be cancelled or deleted, unless we expressly agree to such cancellation or deletion.

#### UNDERSTANDINGS OF BOTH PARTIES

46. We shall enter into transactions with you and conclude them in good faith.
47. We shall take all reasonable and necessary steps to ensure compliance with the applicable rules and regulations. Therefore, you agree to be bound by any decision we may make in order to comply with any rule, regulation or obligation of the Firm.
48. Where we provide you via our Website or emails, with any links to other websites and/or resources from third parties, these links are provided for information only. We have no control over the content, quality or security of the information contained on those websites and/or resources, and therefore we cannot be made responsible for any losses that may arise from your use of these.
49. We take reasonable care in trying to ensure that any information and/or content, including third-party features on our Website and e-mail communications from us is accurate and complete. However, some information may be provided 'as is' and on an 'if available' basis, and therefore we cannot give any warranties or representations (either expressed or implied), relating to the said features and any third-party information.
50. We reserve the right to amend the product specifications and conditions, from time to time, when we deem necessary. You shall ensure to remain updated with regards to our product specifications and conditions, as well as any other information which may be of your interest, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments. You understand that you will continue to be bound by the Agreement in the event of any of these amendments taking place. However, nothing in this clause shall affect your right to terminate the Agreement, without any penalty whatsoever, subject to any existing obligations.
51. Further to the clause above, you understand that we may remove any of our products and/or cease providing you with the ability to place an order at any time. Where we have ceased to provide any product and you have a previously open position in that product, it is your responsibility to cancel and/or close such position, otherwise we will close the position at the last available price for the relevant instrument. You also understand that any open positions on precious metals with expiration date will be automatically closed at the end of the last trading day.
52. You understand that in order to provide you with our services, we may enter into agreements with external service providers for any activity and/or operation we may conduct. We will do so in accordance with the applicable rules.
53. We reserve the right to reverse any transactions which we deem to be contrary to your interest or ours, for any reason.





54. Where you are in breach (or we have reasonable grounds to believe you may be in breach) of any term contained in the Agreement, we reserve the right to temporarily or permanently suspend your access to trading via our Dealing Room, the GLJ Website, your Account(s), and/or terminate the Agreement, and/or take any other actions as we may see fit in the circumstances.
55. By becoming a client of GLJ, you do not obtain any rights in any intellectual property belonging to us. Our Website, any data, information, documentation and/or creation shall be protected in accordance with the applicable laws and you shall have no right, neither at the time of entering into the Agreement, nor at any point of time in the future. All rights whether expressed or implied, and whether existing now or in the future are reserved.
56. You shall not cause or permit any actions to be caused which might endanger or damage any intellectual property belonging to us.
57. You understand that you shall not copy, reproduce, duplicate, translate, assume ownership or otherwise of any rights belonging to GLJ.

#### OUR CHARGES

58. Prior to entering into any transaction with us via our Dealing Room, please ensure you have considered any and all applicable charges such as Spread(s), Swap(s) Charges, Storage Fees, Delivery Fees and other charges as communicated to you by our Dealing Room. It is your responsibility to ask for further clarifications should you require so. Any applicable charges shall be instantly deducted from your Account(s).
59. Charges may not all be represented in monetary terms, but may also appear in other units such as pips, the value of which can vary depending on the product.
60. We reserve the right to change, from time to time, any of the charges applicable to your dealings with us. We will provide you with prior written notice where we deem the changes to be material, unless such change comes as a result of an unforeseen market circumstance, where we may notify you on or after the event. You will find the most up-to-date information about our charges on our Website.
61. In the event you are dissatisfied with any changes we may make to our charges, you may contact our Dealing Room, and/or terminate the Agreement in accordance with the provisions contained herein.
62. If your Account(s) remain inactive for three (3) months, we reserve the right to charge you a one-off account maintenance fee of USD 15 (or currency equivalent), followed by a monthly fee of USD 5 for each month that the Account remains inactive. The status of your Account can be determined by calling our Dealing Room, and you can enable your Account at any time. We reserve the right to change the 3-month inactivity period as we deem necessary.
63. For some payment methods, there are transaction fees. Where you engage in deposit and withdrawal activity without entering into any trading activity with us, we reserve the right to



impose any fees or charges with regards to specific payment methods as we deem necessary.

64. Late payment of any amounts due under this Agreement, including, where applicable, any Margin requirements, shall render you liable for default charges. These default charges will be applied from:
- a) The date on which such amount became due or payable; or
  - b) The date on which the Margin is demanded, as applicable, until the date of actual payment
65. The default charges shall accrue at a rate of 1% per calendar day or as communicated to you.

#### TAXATION

66. Investing in precious metals may be subject to tax depending on the jurisdiction where you are a resident. However, this will depend on your personal circumstances. You should seek for independent tax advice if you are unsure on how this may affect you, as we do not provide any financial advice, including tax advice.
67. You understand that tax laws are subject to change, and in the event they do, we reserve the right to debit from your Account any tax payment, including, but not limited to stamp duty, capital gains tax or other forms of tax which may be levied in relation to your transactions with us.
68. You understand that certain transactions in certain precious metal trade activity may carry a tax obligation under the Financial Transaction Tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction. Where there is such tax obligation we shall pass it on to you by debiting from your Account.

#### CONFIDENTIALITY AND DATA PROTECTION

69. Your personal data is kept and handled in accordance with applicable UAE law, as amended from time to time, and our Privacy Policy as disclosed on our Website.
70. By entering into the Agreement, you consent us to store and process the data you provided us upon registering for an Account. This includes any data which may be considered sensitive. You have the right to withdraw your consent at any time by notifying us in writing. However, as we may not be able to provide you with our services should you choose to do so, we reserve the right to refuse to enter into, or terminate the Agreement. You understand that we are required to keep all records of your data and dealings with us for as long as necessary under the regulatory regime.
71. We will not disclose and/or share any of your information to third parties without your consent, except in the event we are required to do so by a regulatory authority under the applicable jurisdiction, by court, and/or to enable us to provide you with our services as well as to improve these from time to time. The latter includes, but it is not limited to members



of the GLJ group of companies, marketing companies, business partners, IT service providers and other financial institutions such as payment services providers and banks. Where we disclose and/or share any of your information as per this clause, we will take all reasonable steps to do so in a secured manner. We will take all reasonable steps to keep your personal data safe, nonetheless, transmission of information via the internet and/or other networks is not always completely secure. We will not be liable for any transmission of data from you to us.

#### OUR COMMUNICATIONS WITH YOU

72. We will communicate with you about any notice, instruction, request or any other communication via your registered e-mail, telephone or, where you wish to send a formal communication to us in writing, via post to GLJ's registered address. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure you have read all and any communication we may send you from time to time, via any approved communication method.
73. The Firm's official language is the English language. Any translated version of the Agreement and/or any other communication, including our Website, may be provided solely for convenience purposes or due to legal requirements. In the event of a dispute, the English version shall prevail.
74. Any communication sent to you by GLJ is intended to be received by you only. You are therefore responsible for keeping any information we send to you private and confidential.
75. We may communicate with you from time to time, and in accordance with the applicable rules on Client communications, about any business, marketing and/or promotional reasons.
76. We bear no responsibility for any loss that arises as a result of delayed or unreceived communication sent to you by us.

#### RECORDING OF COMMUNICATIONS

77. We record all incoming and outgoing telephone calls between you and us for quality monitoring and training and record keeping purposes. We will also record any other communication between you and us, including chat messages and e-mails. We reserve the right to use these records where we deem it necessary, including, but not limited to dispute resolution situations.
78. We may provide copies of such recordings to regulatory authorities upon their request in order to comply with our regulatory obligations without your consent.
79. You have the right to request a copy of the recorded communications. We will provide these to you following a written request by you.

#### REPRESENTATIONS AND WARRANTIES



80. You hereby represent and warrant that you have not been coerced, or otherwise persuaded to enter into the Agreement, nor have you entered into the Agreement based on any representation other than what is included herein.
81. Where you are an individual (i.e. natural person), you warrant that you are over 18 years of age at the moment of entering into the Agreement.
82. Where you are a legally incorporated entity (i.e. a juridical person), you warrant that by entering into the Agreement you will not be in breach of your own constitutional documents or any law from the jurisdiction where you are incorporated.
83. Further, you warrant that you are aware of any requirements and implications, including, but not limited to any restrictions or reporting requirements set by your local jurisdiction as a result of entering into the Agreement. GLJ shall not be liable for any requirements imposed to you by your local authorities, therefore you undertake to comply with any applicable requirements.
84. You represent and warrant that you have been provided with a warning that using Leveraged Products to Price Fix physical metals positions and to hedge these positions involves a significant risk of loss, and that due to the nature of Price Fixing, you should not invest more than you can afford to lose.
85. You also represent and warrant that the information you provided us during your registration for opening an Account accurately reflects your personal circumstances and you have not provided us with false or misleading information. Further, you warrant that should any information provided during the registration process become invalid, you will immediately notify us in writing of the change in your circumstances.
86. You further represent and warrant that you will not redistribute information concerning precious metal Price Fixing, including, but not limited to pricing information and chart data on offer by GLJ to any third-party for commercial purposes.
87. You warrant and covenant that:
  - a) The funds you will use to trade with us belong to you and are free of any lien, charge, pledge or other encumbrance;
  - b) The funds are not the direct or indirect proceeds of any illegal act or omission, nor are they product of any criminal activity which constitutes a predicate offence under the UAE Law No 4/2002 (the Anti-Money Laundering Law) and UAE Law No. 1/2004 (the Counter Terrorism Law) or or any other Anti-Money Laundering and Countering the Financing of Terrorism regulations including UAE Regulation No. 24/2000.
  - c) Unless you are entering into the agreement as a representative or trustee of a third party and you provide us with the necessary documentation to satisfy our regulatory requirements, you are acting in your own name and you are not acting in representation or in trust of a third party.



88. You warrant that any documents sent to us during your Account opening process, as well as throughout the duration of the Agreement, are valid and authentic. In the event that we believe, in our sole discretion, that any document is incorrect or invalid, we will request for alternative documentation. Failure from you to provide such documentation may lead to take action as we deem necessary.

#### EXCLUSION OF LIABILITY

89. Except in the event of negligence or fraud from GLJ, we shall bear no responsibility for any loss as a result of any acts and/or omissions, whether carried out by you or by a third party on your behalf, in relation to your transactions with us.

90. In general, neither party shall be liable for any losses which may arise as a result of unforeseeable events at the time when the Agreement was made effective, nor shall any party be liable for any losses that were not caused by any breach of the terms contained herein.

91. Where we outsource any activity to third parties, in order to be able to provide you with our Services under the Agreement, we will exercise all reasonable endeavours prior to contracting with them. However, you understand that it is not within our possibilities to control the activities of such third parties. Our responsibility, therefore, shall be to exercise all efforts to minimise any losses that you may suffer as a result of an act and/or omission of the outsourced party(ies). Nonetheless, we shall not be liable for any loss that you may suffer as a result of such acts and/or omissions from third-party service providers, unless we have acted negligently.

92. You acknowledge and accept that you are entering into all and any transactions with us at your own risk, and we assume no liability for any loss whatsoever as a result of your trading activity with us, unless in the event of any wrongdoing from our behalf. Nothing in this clause shall be taken to exclude any liability for death or personal injury.

93. We shall not be liable for any direct, indirect, consequential, incidental and/or special losses (including, but not limited to loss of profits, trading losses, or damages) which result from a breach of contract by you.

94. Further, and notwithstanding any other provision in the Agreement, we will not be liable to you as a result of:

- a) Negligence, fraud, breach of the Agreement, breach of any law and/or any other act and/or omission by you;
- b) Unavailability of our Dealing Room and/or our systems, other than in instances of wrongdoing by us;
- c) You being unable to contact our Dealing Room or any delay you may suffer when attempting to contact any of our customer support staff, unless this is due to wrongdoing by us.



- d) Us taking measures to ensure compliance with any applicable law or regulation, including where we are precluded from processing any instruction from you which may result in us breaching the applicable law.
  - e) Any other event and/or circumstance which is outside our control.
95. We shall not be liable for any failure to contact our Dealing Room. We are not responsible for any delays, delivery failures, or any loss or damage which results from the transmission of information over any network, including but not limited to the internet.
96. The limitations and/or exclusions included in the Agreement shall apply irrespective of whether we, including any of our employees and/or affiliates are aware of any losses you may incur, or any claims you may make against the Firm.
97. Where you have trusted a third party, and/or followed any instruction, indication or advice from a third party, including trading signals and/or copy trading strategies which resulted in any loss for you, we shall not be liable. You understand that the service we provide is on an execution-only basis and therefore we are not responsible for any losses you may incur as a result of these circumstances.

#### INDEMNITY

98. You shall indemnify us on demand against all liabilities, costs, expenses, damages (including reputational) and losses (including, but not limited to any direct, indirect or consequential losses), and all interest, penalties and professional costs and expenses (calculated on a full indemnity basis) incurred by us as a result of:
- a) your breach of the Agreement;
  - b) the provision by you of any false or misleading information to us; and/or
  - c) the enforcement of the Agreement.
99. In general, indemnity means a sum of money paid as compensation for losses suffered.



## FORCE MAJEURE

100. This section refers to events which may occur from time to time, and which prevent us from performing any or all of our obligations ('Specific Events'). Specific events may include, but shall not be limited to:
- a) any natural, technological, political, governmental, social, economic, act of god, pandemic, civil emergency, act of terror, interruption or failure of utility service;
  - b) non-performance by a third party, destruction caused by man or any similar event which is outside our reasonable control;
  - c) instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure (irrespective of whether it belongs to us or a third party) against our servers;
  - d) changes in the applicable legislation, any action of an official body or any other change in our legal or regulatory obligations as a result of unforeseen events;
  - e) an act or omission by any financial or other institution that we are unable to predict and/or prevent;
  - f) any event that prevents our systems from operating on an orderly or normal basis;
  - g) abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data and/or we receive incorrect data from our service providers;
  - h) any other event and/or circumstance which cannot be foreseen, within reason.
101. For the avoidance of doubt, a Specific Event is an event outside our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence.
102. Where we determine that a Specific Event has occurred, without prejudice to any other rights of ours under the Agreement, or the law, we may take the following course of action(s):
- i) Inform you, where we have sufficient time to do so in the circumstances;
  - j) Increase Required Margin requirements / decrease leverage;
  - k) Increase spreads;
  - l) Change fixed spreads to floating spreads (only applicable to 'Fixed Spreads' Accounts);



- m) Close any Open Position(s) at the price available in the circumstances, which may include request amendments to any closed position(s)
- n) Suspend, limit or restrict the provision of our services to you;
- o) Amend any part of the Agreement on the basis that it is no longer feasible for us to comply with it;
- p) Cease trading;
- q) Precluding you from accessing to our Dealing Room, the GLJ Website or any other system;
- r) Make any necessary amendments to open trades;
- s) Allow close-only functionality;
- t) Reject or delay the processing of any withdrawal request from your Account(s)
- u) Impose special or different terms regarding any of your orders in relation to size, volatility and/or liquidity of the instrument, amongst others;
- v) Remove or temporarily suspend any products, or change any contract specifications;
- w) Exercise any right to which we are entitled under the Agreement and our Order Execution Policy.

103. We will exercise all necessary endeavours to resume the orderly provision of our services as soon as reasonably possible. Where this is not possible at all, we will inform you of the necessary actions to be taken in order to protect your interests and ours, where possible.

104. Where we are unable to perform any of our obligations to you under the Agreement due to a Specific Event, we will not have breached the Agreement.

#### AMENDMENTS TO THIS AGREEMENT

105. We reserve the right to amend, from time to time and without your consent, any part of the Agreement, especially in, but not limited to, circumstances where we deem that such changes are necessary in order to comply with any obligation under the regulatory system. In these circumstances, we will notify you either in writing or via our Website.

106. Where we deem that any amendments are material and/or would change the balance in our favour or to your detriment, such amendments will take effect on the date specified in our notice to you, in order to provide you with prior notice along with your right to cancel the Agreement.





107. You have the right to cancel the Agreement where you do not agree with any amendments made by the Firm. In the same way, we reserve the right to terminate the Agreement where you do not agree with any amendments we may make.
108. Any amendments will affect all ongoing business between you and us, unless stated otherwise in our notice.
109. It is your responsibility to remain up to date with any changes we make to the Agreement. The applicable version at any time shall be the latest version available on our Website. In the event of a dispute, the latest version available at the time of the dispute shall prevail.

#### EVENTS OF DEFAULT

110. Upon the occurrence of any of the following events in relation to your dealings with us (each, an “Event of Default”):
- a) Failure by you to make any payment or delivery to us under this Agreement (including payment or delivery of any Margin and/or Metals) that is not remedied within one (1) Business Day;
  - b) Failure by you to perform any other obligations under the Agreement, where such failure is not remedied within three (3) Business Days from notice of such failure by us;
  - c) Bankruptcy, meaning the filing of an application for the commencement of a bankruptcy or other insolvency proceeding against your assets or one of your creditors has filed an application or you are generally unable to pay your debts as they become due or you are in any other situation which justifies the commencement of such proceedings;
  - d) Consolidation or amalgamation with, or merger with or into, or transferring all or substantially all of your assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer the resulting, surviving or transferee entity fails to assume all of your obligations under this agreement; and
  - e) Any representations, warranties or undertakings by you under this Agreement being incorrect, untrue or ceasing to be true in any material respect when made or repeated or deemed to have been made or repeated.
111. We, without prejudice to any of our other rights or remedies may:
- a) Suspend or terminate this Agreement and demand payment of all outstanding sums;
  - b) Close Out some of all Open Positions; and/or
  - c) Enforce our rights of security, lien and set-off as provided for in this Agreement.



## TERMINATION

112. You may terminate the Agreement at any time and for whatever reason by providing us with a 7-day notice via e-mail using your registered e-mail address, provided that there are no open positions on your Account, nor are there any outstanding obligations to us.
113. We may terminate the Agreement at any time and for whatever reason by providing you with a minimum of 7 days' notice, except in the event of any of the provisions set out on clause occurring. Where we decide to terminate the Agreement, we will specify the termination date and we will proceed with closing any open positions on your Account, as we see fit.
114. We shall terminate the Agreement, with immediate effect, in the event of:
- a) a breach of any part of the Agreement by you;
  - b) where we have reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, allowed your Account to enter into a negative balance position. This includes, but it is not limited to you hedging your exposure using multiple trading Accounts, whether under your same profile or in connection with another Client. For the avoidance of doubt you should take all required steps to ensure that your account does not enter into a negative balance position at any time.
  - c) an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;
  - d) your death or incapacity (please note that in the event of death, any funds available in your Account(s) shall form part of your estate);
  - e) a breach of any applicable law by you, including, but not limited to the UAE Law No 4/2002 (the Anti-Money Laundering Law) and UAE Law No. 1/2004 (the Counter Terrorism Law) or any other Anti-Money Laundering and Countering the Financing of Terrorism regulations including UAE Regulation No. 24/2000;
  - f) you have acted contrary to our „Order Execution Policy“ or any other of our policies or procedures.
115. Termination of the Agreement shall not imply that any of your responsibilities cease to exist. You will still be liable to pay us, and/or we will have the right to immediately deduct from your Account:
- g) any amount due to us;
  - h) any expenses incurred by us as a result of the termination of the Agreement;
  - i) any damage arisen after an arrangement or settlement.



116. Upon termination of the Agreement, we will transfer any amount available in your Account(s) to you, net of any outstanding amount that is due to us, except where we are prohibited to do so by law.

#### GOVERNING LAW AND JURISDICTION

117. The Agreement shall be governed by the laws of the United Arab Emirates. Any proceedings and their settlement involving GLJ, and you shall take place in the competent courts of the United Arab Emirates.

#### GENERAL PROVISIONS

118. Assignment: You shall not, under any circumstance, assign or transfer any of your rights and/or obligations under the Agreement to another person. We may, however, assign or transfer any of our rights and/or obligations under the Agreement to another person, provided that such person agrees to abide by the Agreement.

119. Entire agreement: The Agreement constitutes the entire agreement between you and us, and supersedes all and any previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral. You agree that you shall have no remedy in respect of any statement, representation, assurance or warranty that is not set out in the Agreement.

120. Severance: If, for any reason, part of the Agreement and/or any part of a specific clause is deemed to be unenforceable by a court of a competent jurisdiction then such part shall be severed from the rest of the Agreement or the term, and the remainder of the Agreement shall remain unaffected and enforceable.

121. Delay or inaction: No failure or delay by us to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that right, or any other right or remedy, nor shall it prevent or restrict the further exercise of that right, or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that right, or any other right or remedy.

122. Meaning of certain words and phrases:

- a) Unless indicated to the contrary words and expressions that begin with a capital letter in the Agreement will have a specific meaning.
- b) Capitalised terms may be used in the singular or plural (as appropriate).
- c) A reference to a statute or a statutory obligation is a reference to it as extended or re-enacted from time to time.
- d) Any reference to a document (including any information provided) shall include a reference to that document as amended from time to time.



- e) Where there is a reference to 'including' or 'includes' this should be interpreted as including without any limitation.
- f) Any 'sub-sections', 'clauses', 'titles' have been inserted for convenience purposes only and shall not affect the construction of the Agreement.
- g) The bolding of certain paragraphs, words or phrases in the Agreement is for ease of reference only. You should ensure that you read these Terms in full.
- h) An obligation on the Client not to do something shall include an obligation not to allow that thing to be done.
- i) Where any statement is qualified by the expression 'so far as the Client is aware' or 'to the Client's knowledge' (or any other similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- j) Survival: Clauses from the sections "Understandings of Both Parties", "Confidentiality and Data Protection", "Representations and Warranties", "Exclusion of Liability", "Indemnity", "Termination", "Governing Law and Jurisdiction", "General Provisions" or any other clause that may be required to give effect to the meaning of the Agreement, shall survive termination of the Agreement.

#### SIGNATURE OF AGREEMENT

In consideration of our acceptance of your application to undertake Transactions, you acknowledge that you have carefully read this Agreement, agree to and understand the obligations contained herein and hereby agrees to be legally bound thereby.

Authorized Signatory Signature:

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

Date: \_\_\_\_\_

Company Stamp



## Schedule A: Glossary

1. **Account:** means the trading account(s), which has a unique number, maintained by a Client for the purposes of trading financial instruments through the GLJ trading platform.
2. **Affiliate Entity:** means any company or entity, which includes any subsidiaries and/or holding companies of GLJ and each and any subsidiary of such a holding company and/or any other entity from time to time controlling, controlled by or under common control with GLJ, being under common control either directly and/or indirectly and/or otherwise.
3. **Authorised Representative or Attorney:** means the person who is expressly authorised by the Client to act on his/ her behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Firm.
4. **Balance Currency:** means the currency in which Account(s) are denominated. All charges including spread(s), commission(s), and swap(s), will be calculated in that currency.
5. **Balance:** means the funds available in an Account that may be used for trading on physical precious metals.
6. **Dealing Room:** means our department, staffed by professional traders, responsible for taking orders and executing trades.
7. **Equity:** means the balance plus or minus any profit or loss that derives from any Open Positions.
8. **Instructions:** means any request made by you in relation to your account, other than an order to buy or sell any of the financial instruments available on our platform(s).
9. **Required Margin:** means the required funds available in an Account for the purposes of opening a Position.



10. Margin level: means the margin that a trader has available to open further positions. Expressed as a percentage, it is the ratio of equity to used margin. When it drops to 100% this means that all available margin is in use and no further trades may be opened. It is calculated as follows:  $\text{Margin Level} = \text{Equity} / \text{Margin} * 100$ .
11. Matched-Principal: means the execution method where we are acting as principal in relation to all Client trades whilst simultaneously matching these trades with a counterparty. This is also known as „riskless principal“ since the Firm would not be taking the position in their proprietary book.
12. Value Date: means the clearing date of funds.
13. Website: [www.goldluxjewellery.ae](http://www.goldluxjewellery.ae)