

## Global Capital Markets Trading Limited Terms and Conditions

### 1. INTRODUCTION TO DEALING WITH GLOBAL CAPITAL MARKETS TRADING.

1.1 We are **Global Capital Markets Trading Limited**, a company registered in Seychelles (Registration Number 104785) , **GCMT SA** a South African Company (Registration number 2013/045335/07) **and BlackStone Futures (Proprietary) Limited**, a company registered in the Republic of South Africa (Registration Number 2009/008512/07) . **For avoidance of doubt and the purposes of this agreement, any statement in the text below referring to GLOBAL CAPITAL MARKETS TRADING is also referring to GCMT SA and Blackstone Futures Ltd.** Where you are dealing with us in another name (through a white labelling arrangement) or have been introduced to us by an intermediary, the services to be provided to you under this agreement will be provided by us. The intermediary or white label partner provides marketing services to us and is remunerated by us on the basis of the overall profits attributed to the business generated by their efforts. Any services provided or to be provided to you by them will not be provided by Global Capital Markets Trading Limited and will not be covered by this agreement.

1.2 Global Capital Markets Trading Limited is a duly appointed representative of BLACKSTONE MARKETING SA (PTY) LTD (Registration Number 2009/002519/23), as contemplated by the Financial Advisory and Intermediary Services Act No 37 of 2002, and as such Global Capital Markets Trading Limited renders financial services to clients on behalf of BLACKSTONE MARKETING SA (PTY) LTD . BLACKSTONE MARKETING SA (PTY) LTD is an authorised Financial Services Provider under the Financial Advisory and Intermediary Services Act No 37 of 2002.

1.3 This Customer Agreement, as updated from time to time, shall govern all such trades between you and Global Capital Markets Trading Limited (GLOBAL CAPITAL MARKETS TRADING) (including any trades placed by an Agent pursuant to clause 3.5 or other person giving the client's name and account number or account number and password as referred to in clause 3) and should be read in full, along with the Risk Disclosure Notice and any other documents which we may have supplied to you. This Customer Agreement, the Risk Disclosure Notice and related documents will contain certain words and expressions that are defined in Clause 20 of this Customer Agreement. Unless we both agree otherwise, all communications between you and us will be in English.

1.4 We refer you to the Risk Disclosure Notice that forms part of this Customer Agreement. This details some of the risks involved with margin Trading but is by no means an exhaustive statement of those risks. Margin trades can result in wins and losses of many times your original stake and depending on the nature of your trades your losses could also be unlimited; so select your stake accordingly as large amounts of additional risk capital could be required at short notice. Margin Trading involves high risk and is not suitable for everyone. Therefore, you should always calculate the "worst case" scenario before you trade and then only trade if you are prepared to accept that degree of risk. By entering into this Customer Agreement you warrant that you have read and understood the Risk Disclosure Notice and understand that the act of placing a trade with GLOBAL CAPITAL MARKETS TRADING will neither require nor permit you to either take delivery of, or deliver, the underlying financial instrument.

1.5 GLOBAL CAPITAL MARKETS TRADING provide an execution only margin Trading service and you should not enter into margin trades unless you fully understand the nature of the transaction and the extent of your exposure to the risk of loss. GLOBAL CAPITAL MARKETS TRADING will not provide you with advice as to the merits of individual trades or their suitability for you. Therefore you must rely solely on your own judgement before deciding to enter into or close a trades and it is ultimately and solely your responsibility to ensure that you understand all these matters. If in any doubt, please seek professional advice. GLOBAL CAPITAL MARKETS TRADING owe you no duty to monitor the size of your trades, to ensure that margin Trading or any trades you may place are suitable for you, or to close any trades you have opened. You must therefore familiarise yourself with the mechanics and nature of margin Trading, how one can gain or lose money, how to calculate margin, the jargon used, GLOBAL CAPITAL MARKETS TRADING' trading hours and those of the relevant market/exchange, conditions of expiry times and dates, the nature of each trades and any trading rules applicable to that trades. You have a duty to monitor your own positions, to know when Variation

Margin payments will be required and to remain contactable by GLOBAL CAPITAL MARKETS TRADING at all times. Any statements made to you by GLOBAL CAPITAL MARKETS TRADING shall not constitute a recommendation to you to enter into or close a trades in any way.

1.6 GLOBAL CAPITAL MARKETS TRADING will only enter into a trades with you as principal and not as agent on your behalf. You will also enter into each trades with us as principal and not as agent for any undisclosed person. That is to say that unless we have otherwise agreed in writing, we will treat you as our client for all purposes and you shall be directly and personally responsible for performing your obligations under each trades entered into by you, whether you are dealing with us directly or through an Agent as defined in clause 3.5.

1.7 All times stated in this Customer Agreement relate to a 24 hour clock and South African time (G.M.T. +0200 or B.S.T + 0100 as applicable). All times stated can and do alter from time to time due to, but not exclusively, public holidays (whether in South Africa or elsewhere), time differentials caused by the changes between British Summer Time and Greenwich Mean Time and changes to the trading hours of the relevant underlying markets or exchanges. Further information regarding GLOBAL CAPITAL MARKETS TRADING' trading hours can be found in CM Trading Web site. Internet trading hours may differ from the GLOBAL CAPITAL MARKETS TRADING telephone trading hours (and are specific to the market).

1.8 We will hold any Client Money we receive from you or on your behalf in the course of or in connection with your trading with us in a general client account in a South African registered bank or in an offshore bank subject to your approval and assuming you have the necessary legal clearances for this. **For the avoidance of doubt, should GLOBAL CAPITAL MARKETS TRADING deposit client funds into an interest bearing account any interest received on such account will be used to defray expenses incurred in maintaining the client funds bank account**

1.9 We may pass client received from a client to a third party (e.g. a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a client transaction through or with that person or to satisfy a client's obligation to provide collateral (e.g. initial margin requirement) in respect of a transaction. We have no responsibility for any acts or omissions of any third party to whom we pass money received from our clients. The third party to whom we pass money may hold it in an omnibus account.

1.11 You agree that we may cease to treat your money as client money if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating your balance as client money and giving you 28 days to make a claim.

## 2. YOUR ACCOUNT

2.1 GLOBAL CAPITAL MARKETS TRADING will only trade with clients (or their Agent, see clause 3.5) who have been accepted as such by GLOBAL CAPITAL MARKETS TRADING and who have been issued with, and continue to hold, a valid account number.

2.2 GLOBAL CAPITAL MARKETS TRADING reserves the right to close or suspend your account at any time with or without notice to you. You unconditionally agree that GLOBAL CAPITAL MARKETS TRADING has the right to close or suspend your account with or without notice to you in the event of, but not limited to, any of the following:-

- (a) you are in breach of this Customer Agreement;
- (b) you have made any material misrepresentation to GLOBAL CAPITAL MARKETS TRADING;
- (c) GLOBAL CAPITAL MARKETS TRADING has reasonable grounds for concern in relation to your credit worthiness, financial status, your true identity or any matters relating to money laundering or insider dealing;
- (d) you fail to provide any information reasonably requested in relation to any credit status check being undertaken upon you by GLOBAL CAPITAL MARKETS TRADING;
- (e) you act in an abusive manner towards any member of our staff.

2.3 You may apply for either a Deposit or Credit account with GLOBAL CAPITAL MARKETS TRADING. We reserve the right to refuse credit, limit or alter the amount of credit or to refuse or withdraw account facilities with our company for whatever reason and at any time.

2.4 If you are granted a Credit Account, you will be allocated a Credit Allocation, which does not constitute a credit facility but is simply a risk allocation figure which if exceeded may result in you becoming liable to pay Variation Margin. (A Credit Allocation is deemed as a positive figure in relation to the client). You acknowledge that the Credit Allocation does not represent the extent of your ultimate financial liability to GLOBAL CAPITAL MARKETS TRADING and that GLOBAL CAPITAL MARKETS TRADING are entitled to allow you to trade, or your open positions to run, beyond your Credit Allocation.

2.5 Each trade attracts an Initial Margin ("IM"), which is usually determined (save for certain markets such as equity futures, base rates and options) by multiplying the stake size (or proposed stake size) by the relevant IM factor. (IM is always deemed as a negative figure in relation to the client). Our Market Information Sheets detail the terms regarding IM factors for the markets that we offer. These IM factors may be changed from time to time by notice to you (including in volatile market conditions or lack of liquidity of any market) and the new/current IM factor will be applied to existing open positions as well as new trades. IM factors which are not set out in CM Trading Web site, such as those relating to one off markets, or which have changed since the date of first publication of CM Trading Web site will be quoted on request or posted on our website, a neGlobal Capital Markets Trading letter or otherwise notified to you by any of the methods referred to in clause 18 (and each of the foregoing methods will be deemed notice to you of the relevant change). It is your responsibility to ensure that you are aware of the current IM factor before entering into any trade.

2.6 GLOBAL CAPITAL MARKETS TRADING (in its absolute discretion) reserves the right to alter your Credit Allocation from time to time by notice to you in accordance with clause 18. In particular GLOBAL CAPITAL MARKETS TRADING may by way of notice to you in accordance with clause 18 alter your Credit Allocation, reduce your Credit Allocation and/or change your account to a Deposit Account depending on GLOBAL CAPITAL MARKETS TRADING' assessment of your current financial circumstances or if you fail to pay Variation Margin in full, or if any cheque or any other form of payment that is tendered to GLOBAL CAPITAL MARKETS TRADING is not cleared in full on first presentation or if you fail to provide information relating to any credit check within the time limit specified by GLOBAL CAPITAL MARKETS TRADING.

2.7 Neither your Credit Allocation, Initial Margin or any Variation Margin that you may have deposited with GLOBAL CAPITAL MARKETS TRADING nor the aggregate of the IM applicable to your open positions represents your ultimate financial liability to GLOBAL CAPITAL MARKETS TRADING. You acknowledge that the only limit to your potential losses is if GLOBAL CAPITAL MARKETS TRADING has accepted from you a "Guaranteed Stop Loss" in relation to any specific trade. Please refer to sections 1 & 2 of the Risk Disclosure Notice.

2.8 GLOBAL CAPITAL MARKETS TRADING is an accountable institution in terms of the Financial Intelligence Centre Act No 38 of 2001, and as such we are required by law to take steps towards the prevention of money laundering. We therefore need to verify each customer's identity and before we open your account we will request such information as we consider necessary to verify your identity. All applications to open an account are subject to requests for further information and final approval by our Compliance Department. GLOBAL CAPITAL MARKETS TRADING may from time to time undertake credit status checks in relation to you as and when it thinks fit. This may include requests for bankers' references, enquiries of credit reference agencies or any other such enquiry we reasonably see fit and you agree to co-operate fully in the event of such credit status checks being undertaken. You also undertake to advise us immediately in writing of any material changes to your financial standing or specific and material changes to any of the information submitted on your Account Application Form: This includes any change of employment details, address, and contact details. GLOBAL CAPITAL MARKETS TRADING may, in its absolute discretion, accept such notification over the telephone or by email. You also understand that credit reference and fraud prevention agencies may maintain a record of any enquiry and the information given to them and may share search details and your information with us and other organisations for credit, fraud, crime prevention and money laundering purposes or to recover or trace debts.

2.9 GLOBAL CAPITAL MARKETS TRADING reserves the right to disclose information in relation to you or your account without prior reference to you (including as to any late payments) to any regulator of GLOBAL CAPITAL MARKETS TRADING' business, to your employer and its Compliance Officer or to any other individual or company that GLOBAL CAPITAL MARKETS TRADING reasonably believes to be seeking a reference or credit status reference in good faith.

2.10 In the case of accounts opened in the name of two or more persons and allocated a single account number, each individual of such persons shall be jointly and severally liable in respect of that account and GLOBAL CAPITAL MARKETS TRADING shall be entitled to accept trades from and act on the instruction of any such joint account holder without reference to or notification to any other joint account holder. Statements of account in respect of any joint account will be sent to the address nominated on the Account Application Form relevant to that joint account or such other address as any joint account holder may request.

2.11 In relation to any and all amounts payable by the client in accordance with this Customer Agreement, only the net funds received by GLOBAL CAPITAL MARKETS TRADING (after deduction of all bank charges and any other costs of transfer) will be credited as paid.

### **3. AUTHORITY TO PLACE TRADES**

3.1 GLOBAL CAPITAL MARKETS TRADING will only accept trades, orders and instructions to amend or cancel orders orally over the telephone or electronically via our real time interactive trading Website. GLOBAL CAPITAL MARKETS TRADING will provide you with a unique account number and this account number will be requested when you attempt to trade, leave, amend or cancel orders or request account information from us. GLOBAL CAPITAL MARKETS TRADING is not obliged to provide Trading Website access to you; reserves the right to insist that you deal orally over the telephone only; and also reserves the right not to accept any trade, trades, orders or instructions for any reason, but in particular if you act in an abusive manner to any member of our staff.

3.2 When placing a trade, order or giving any other instruction orally over the telephone, you will be required to give your name and account number. No trade, order or instruction need be accepted without this information. Trades, orders and instructions given orally over the telephone will only be deemed as accepted by GLOBAL CAPITAL MARKETS TRADING when a registered dealer of GLOBAL CAPITAL MARKETS TRADING confirms such trade, order or instruction as being done / accepted. When placing a trade, order or instructions to amend or cancel orders by way of the Trading Website, you will gain access to your account by use of your account number and password. Trades, orders and instructions placed by way of the Trading Website will only be treated as effective on receipt of and acceptance by GLOBAL CAPITAL MARKETS TRADING. Trades placed via the Trading Website will normally only be confirmed at the time of the transaction by electronic means broadcast over the Trading Website, unless you have specifically requested that trades also be confirmed in the form of a printed contract note in accordance with clause 4.18. If during the process of placing any trade, order or instruction by way of the Trading Website, there is a breakdown in communication leading to a cessation of connection between GLOBAL CAPITAL MARKETS TRADING and you, it is your sole responsibility to contact immediately the relevant dealing desk of GLOBAL CAPITAL MARKETS TRADING, by telephone, in order to obtain clarification; for GLOBAL CAPITAL MARKETS TRADING system records will, save in the case of fraud, wilful default or gross negligence on behalf of GLOBAL CAPITAL MARKETS TRADING, be deemed to be a correct record of the transaction in question.

3.3 Your account number and password should not be disclosed to any third party (save disclosure of both to an Agent pursuant to clause 3.5). You should not keep records of both together in any location or with anything that identifies you by name. You are required to immediately inform GLOBAL CAPITAL MARKETS TRADING if you become aware of or suspect that an unauthorised third party has ascertained your account number and password or that any person other than you is dealing on your account without authority. GLOBAL CAPITAL MARKETS TRADING shall treat any trade, order or instructions to amend or cancel orders it accepts in good faith from a person giving your name and account number as being struck by you as GLOBAL CAPITAL MARKETS TRADING personnel cannot be expected to recognise your voice (or that of your Agent) in any circumstances, and they are under no duty to enquire about the identity of any person who gives your name and account number orally over the telephone. In the case of trades placed by way of the

Trading Website, provided that the correct account number and password are provided, GLOBAL CAPITAL MARKETS TRADING are under no obligation to recognise the domain from which the client's business emanated.

3.4 GLOBAL CAPITAL MARKETS TRADING will deem you to be fully responsible, in the case of communication orally over the telephone, for all acts and omissions of any person giving your name and account number and, in the case of communication via the Trading Website, for all acts and omissions using your account number and password, including (in both cases) all trades and orders placed and instructions given, as if such trades, orders, acts, omissions, and instructions were done, made or given by you and as if the person using your name and account number, password and account number were you.

3.5 GLOBAL CAPITAL MARKETS TRADING' prior consent is required (which it may withhold in its absolute discretion) if it is deemed necessary for you to authorise someone to operate your account. In such circumstances, you and the person seeking authority to operate your account shall be required to execute and deliver to GLOBAL CAPITAL MARKETS TRADING an Agency Agreement, in a form acceptable to GLOBAL CAPITAL MARKETS TRADING, which authorises and appoints such person as "an Agent" with authority to operate your account. You will be solely responsible for all acts and omissions of the Agent including any instructions given and any trades or orders placed by such Agent as if such acts, omissions, trades and instructions were done, made or given by you and as if the Agent were "you"/"the client". GLOBAL CAPITAL MARKETS TRADING will be authorised to accept instructions from your appointed "Agent" until such time as we are in receipt of a written notice from you stating that the authority of the Agent is revoked. In order to be effective, any such written notice must be sent to GLOBAL CAPITAL MARKETS TRADING' Customer Services Department by way of recorded delivery or by personal delivery for which confirmation of receipt should be obtained. Notwithstanding the above, GLOBAL CAPITAL MARKETS TRADING shall be entitled to refuse to accept instructions from any Agent and to treat the appointment of any such Agent as terminated by giving notice to you in accordance with clause 17 of this Customer Agreement.

3.6 You should assume that GLOBAL CAPITAL MARKETS TRADING' telephone lines are recorded (although this is not guaranteed) and you hereby agree to the recording of such conversations. You should be aware that GLOBAL CAPITAL MARKETS TRADING' Trading Website also retains a chronological history of all conversations/communications conducted over that medium - again this is not guaranteed - and you also agree to such information being retained by us. You acknowledge that in both cases such records and recordings shall remain the exclusive property of GLOBAL CAPITAL MARKETS TRADING, that they shall constitute evidence of the instructions given and may be used for any purpose by us, including as evidence in any dispute. Notwithstanding the foregoing, you should keep a written timed and dated record of all your dealings with GLOBAL CAPITAL MARKETS TRADING.

3.7 If GLOBAL CAPITAL MARKETS TRADING has closed your account in accordance with Clause 2.2 you will, with immediate effect, no longer be entitled to place any trades, leave orders or trade in any way whatsoever with GLOBAL CAPITAL MARKETS TRADING.

#### **4. TRADING PROCEDURES**

4.1 All trades will be deemed as being struck in USD unless GLOBAL CAPITAL MARKETS TRADING agrees otherwise or the underlying market otherwise requires.

4.2 Quotes are for two-way markets involving a margin between the buying and selling price and are quoted for stake sizes acceptable to GLOBAL CAPITAL MARKETS TRADING. You the client may elect to either 'sell' at the lower price quoted or 'buy' at the higher price but can only offer to place a trade on a current quoted price for the relevant market and expiry date. (GLOBAL CAPITAL MARKETS TRADING' current quotes will be quoted on request and are usually available on the Trading Website). The price may change at any time after being quoted and prior to its acceptance by you. In relation to quotes made over the telephone, you may only trade on that quote during the same telephone conversation in which the quote was given, however, prior to you placing your trade, the dealer may deem that the quote is no longer valid and will confirm this fact by use of such phrases as "change", "off" or "interrupt". Quotes, which are confirmed in

this manner as being no longer valid, are then ineffective and not tradable. Likewise, if the quote provided is confirmed as being 'indication only' this is also ineffective and cannot be traded.

4.3 GLOBAL CAPITAL MARKETS TRADING reserves the right to vary buying and selling margins with or without notice to you especially in, but not limited to, volatile market conditions and/or loss of liquidity of the underlying market. Current buying and selling margins will be quoted to you on request. Closing trades can only be traded at the margin quoted at the time of closing, irrespective of the margin at the time of the opening trade or placing of the order, which may be larger or smaller.

4.4 GLOBAL CAPITAL MARKETS TRADING reserves the right to suspend quoting any or all of its markets by way of the Trading Website and insist that such markets are restricted to telephone trading only. This may be done with or without notice to you especially in, but not limited to, volatile market conditions and/or loss of liquidity of the underlying market, and will apply to closing trades as well as additional opening trades and orders irrespective of the fact that your original opening trades or orders may have been placed by way of the Trading Website.

4.5 In the case of trades offered via the Trading Website you may only offer to place a trade on the price and margin currently quoted on the Trading Website. Upon receipt, GLOBAL CAPITAL MARKETS TRADING reserves the right in its absolute discretion to either reject or accept your proposed trade.

4.6 GLOBAL CAPITAL MARKETS TRADING will rely upon you to request a quote for the relevant market on which you wish to place a trade and will only quote for the specific market that you request.

4.7 Minimum stake sizes are normally set out in the cCM Trading Web site. Maximum stake sizes are dependent upon market conditions and are available on request. Minimum and maximum stakes for one-off markets will also be quoted on request. Both minimum and maximum stakes can vary according to market conditions, including market volatility, lack of liquidity or market closure. It is your responsibility to ensure that you know the current minimum and maximum stake applicable to any trade as GLOBAL CAPITAL MARKETS TRADING reserves the right to vary minimum/maximum stakes at any time and with or without notice to you especially in, but not limited to, volatile market conditions and/or loss of liquidity of the underlying market.

4.8 The maximum stake available to you may be less than the maximum accepted by GLOBAL CAPITAL MARKETS TRADING. You can calculate the maximum stake of each trade applicable to you at the time as follows:

Deposit Accounts: (a) Account Balance less IM of open positions, plus any positive Marked to Market balances and less any adverse Marked to Market balances, the resulting Account Position should then be DIVIDED BY (b) the relevant IM factor.

Credit Accounts: (a) Account Balance plus Credit Allocation less IM of open positions plus any positive Marked to Market balances and less any adverse Marked to Market balances, the resulting Account Position should then be DIVIDED BY (b) the relevant IM factor.

If the above calculations produce a maximum stake of nil or less, you may not (whether your account is a Credit or Deposit Account) be permitted to trade unless you first deposit funds with GLOBAL CAPITAL MARKETS TRADING in such an amount as it may require.

If the above calculation produces a positive maximum stake, we recommend that you do not stake the maximum available to you, because any adverse market movement could then result in Variation Margin becoming due immediately.

4.9 Notwithstanding any other provision of this Customer Agreement, GLOBAL CAPITAL MARKETS TRADING is entitled in its absolute discretion to:

(a) accept stakes which are above or below any applicable minimum or maximum and whether with or without notice to you;

- (b) limit any stake to any size including the maximum size;
- (c) close (on GLOBAL CAPITAL MARKETS TRADING' then current quote) any trade placed in excess of any applicable maximum or in a size less than any minimum stake notwithstanding that GLOBAL CAPITAL MARKETS TRADING may have previously accepted the trade;
- (d) close (on GLOBAL CAPITAL MARKETS TRADING' then current quote) any trade placed if funds are not immediately deposited in accordance with clause 4.8 and notwithstanding that GLOBAL CAPITAL MARKETS TRADING may have previously accepted the trade.

4.12 Subject to all other provisions of this Customer Agreement, each trade can run until its expiry date or the occurrence of the relevant event (as applicable); or can usually be closed at any time during GLOBAL CAPITAL MARKETS TRADING' trading hours for that market (please refer to CM Trading Web site);

Trades on those markets whose trading hours are not set out in CM Trading Web site, can normally be closed during the hours of 8.00am to 5.00pm South African time on a Business day, but GLOBAL CAPITAL MARKETS TRADING reserves the right to trade and quote such markets outside those hours without notice to you.

4.13 Long positions or "Buy Trades", also commonly referred to as "Up trades", are closed by the client selling at the lower of the then currently quoted margin. Short positions or "Sell Trades", also commonly referred to as "Down trades", are closed by the client buying at the higher of the then currently quoted margin. Trades opened with GLOBAL CAPITAL MARKETS TRADING can only be closed with GLOBAL CAPITAL MARKETS TRADING and we need have no regard to the fact that a client may trade with any entity other than GLOBAL CAPITAL MARKETS TRADING (for example if the client places a "Down Trade" with GLOBAL CAPITAL MARKETS TRADING and an "Up Trade" in relation to the same underlying market with any other entity). GLOBAL CAPITAL MARKETS TRADING also reserve the right to limit the maximum stake on closure to the maximum stake quoted at the time of closing, irrespective of the maximum stake quoted at the time of the opening trade, which may be larger or smaller.

4.14 Trades able to run to expiry will be automatically closed (as the case may be) on the expiry date or at the time and date of occurrence of the relevant event and (subject to clause 14.2) will be closed on the applicable basis of settlement as set out in CM Trading Web site. In the case of markets whose basis of settlement is not set out in CM Trading Web site, the applicable basis of settlement will be available either over the telephone or from the GLOBAL CAPITAL MARKETS TRADING website. In the case of trades that closed automatically, if the expiry date or the time and date of occurrence of the relevant event:-

(a) if an underlying exchange exists:-

(i) is not a Business day of that underlying exchange then the relevant trade will be deemed to have closed on the immediate previous Business day of the relevant underlying exchange (ignoring for this purpose the meaning of Business day given in clause 20);

(ii) is a Business day of that underlying exchange then the relevant trade will be deemed to have closed on that Business day (ignoring for this purpose the meaning of 'Business day' given in clause 20);

(b) in relation to trades where there is no underlying exchange:-

(i) is a Business day (as defined in clause 20) then the relevant trade will automatically close on that day;

(ii) is not a Business day (as defined in clause 20) then the relevant trade will automatically close on the next Business day (as defined in clause 20).

4.15 GLOBAL CAPITAL MARKETS TRADING need have no regard to a client's comments that any trade placed is a trade to close all or part of an open position for we shall treat all trades as a buy or a sell regardless of whether the trade has the effect of opening a new position or closing all or part of an existing one and GLOBAL CAPITAL MARKETS TRADING will not be obliged to check or have regard to any assumption made or expressed by a client as to the effect of any trade on their existing or overall positions

held with GLOBAL CAPITAL MARKETS TRADING.

4.16 With the exception of trades on option prices, prior to the expiry of a trade, you may be advised of, or request from us, the terms for rolling over trades into another contract period. All roll-overs are at the absolute discretion of GLOBAL CAPITAL MARKETS TRADING and any margin quoted will reflect the market conditions prevailing at that time, especially in relation to premiums/discounts, and will also include a roll-over premium of which you will be advised of at the time. Should you be permitted to effect a roll-over, your original trade is closed and becomes due for settlement, and a new trade is established.

## **5. EXECUTION POLICY**

5.1 We are a margin trading firm. A margin trade is a bespoke financial instrument designed to allow you to secure a profit or avoid a loss by reference to fluctuations in the price of an underlying financial instrument. It does not confer any right or obligation to the underlying financial instrument or to any of the rights or obligations that would normally be associated with it. Our business is to provide you with the opportunity to enter into margin trades. We do this by making available, on a general and ongoing basis on our web-site or on request over the telephone, two way prices at which we are prepared to enter into such transactions.

5.2 We may choose, at our own discretion, to enter the underlying financial market to execute transactions for our own account to hedge the market risk accruing to us as a result of your trades. However, we will at no time act as your agent or undertake market transactions for you or on your behalf nor will we be accountable to you in respect of any transaction we have undertaken in the underlying market. We will not owe you any agency or fiduciary type duties.

5.3 You should note, therefore, that when you deal with us on this basis, we will be the only execution venue to which you will have access and our price will be the only price to which you will have access. We will not execute transactions on your behalf on any exchange or multilateral trading facility. Trades will be struck only when we receive notification from you that you wish to enter into a trade with us at a price which we are still quoting. If, due to slow internet connections or any other cause, market conditions have changed so that we are no longer able to offer the same price, we will notify you that the trade has not been struck.

5.4 We believe that the overall cost of dealing with us is of most importance to you. We have designed our systems and procedures to meet that purpose by ensuring that our prices will, at all times, reflect prevailing market conditions and that it will be as competitive as possible. And unless the underlying market has been suspended or closed within its normal trading hours, we will undertake to make our prices available for our normal market stakes or such larger size as we may determine from time to time. However, we can not guarantee that both our bid and our offer price will always be the best available.

5.5 We may offer you the ability to place Limit, Stop or other types of orders on certain markets. The ability to place any type of order if made available is at our absolute discretion and will only be on such terms as we may specify. Although we will have regard to underlying markets as described below or as otherwise agreed with you, we will be the only execution venue on which your orders can be executed.

5.6 Instructions relating to orders will only be accepted by us either orally over the telephone or via the Order Management section of the Trading Website. We will not accept order instructions offered in any other form of communication.

5.7 No extra charge or margin is incurred for orders unless we notify you otherwise in advance.

5.8 With the exception of Individual Equities, "Market" decrees that your order is executed only when the underlying market trades at or through the relevant price.

5.9 In the case of rolling trades on Individual Equities:

5.10 "Market" decrees that your sell order can be executed once the price of such sell order is the "bid" price in the underlying market in respect of the Individual Equity in question and therefore the price in question is tradable at that level. Naturally such orders will also be executed should the "bid" price trade through the level of your sell order.

5.11 "Market" decrees that your buy order can be executed once the price of such buy order is actually the "offer" price in the underlying market in respect of the Individual Equity in question and therefore the price in question is tradable at that level. Naturally such orders will also be executed should the "offer" price trade through the level of your buy order.

5.14 You should note that when a market order is executed, we will add our normal margin, as disclosed in our market information sheets, to the market price to determine the price at which your transaction is booked.

5.15 You may ask us by telephone to execute your order following a different process than that detailed above. If we agree to do so, we reserve the right to pass on to you any direct costs that we may incur in following your instructions in addition to our normal margin. Our dealers will advise you of these costs in advance of accepting your order.

5.16 Orders can normally be left as either being "Good Until Cancelled" or "Expiry". ("Good Until Cancelled" is also commonly expressed as "GTC" or "Good 'til Cancelled").

5.17 "Good Until Cancelled" (GTC) means that the order will remain effective until either:

- (a) the order is executed;
- (b) you cancel the order;
- (c) the related position expires;
- (d) or, in the case of a "Guaranteed Stop Loss", you manually close the related open position.

5.18 GTC orders that are basis "Market" will be valid until the underlying market ceases trading at the end of each daily exchange session (or the end of our trading hours for that market, if earlier) during the lifetime of your order. In the case of markets that are traded on more than one exchange or trade outside of our normal trading hours for that market, we may allow you to work such orders during the trading hours of all such exchanges. This is commonly known as being worked "good all markets" and we are not obliged to offer this service and will only do so at its absolute discretion.

5.19 GTC orders that are basis "Our Quote" will be valid during our trading hours in relation to the underlying market in question during the lifetime of your order, because we quote many markets outside of the exchange hours applicable to those markets.

5.20 "Expiry" orders that are basis "Market" will usually be valid until the underlying market ceases to trade on the relevant exchange (or until the end of our trading hours for that market if earlier) on the expiry date in question and at that time the expiry order will automatically cease to be valid.

5.21 Expiry orders that are basis "Our Quote" (with the exception of orders relating to "daily" markets, see below) will normally be valid during our trading hours in relation to the underlying market in question on the relevant day – because we quote many markets outside of the exchange hours applicable to those markets – and at that time the GFTD order will automatically cease to be valid.

5.22 We offer various "daily" markets, such as the Daily F.T.S.E. 100. Expiry orders basis "Our Quote" relating to "daily" markets such as this will only be valid between specific hours and you will be advised of the relevant period of cover when you place such an order with our dealers.

5.23 All orders will be deemed as being "Good Until Cancelled" and basis GLOBAL CAPITAL MARKETS TRADING' quote ("Our Quote") unless otherwise specifically agreed at the time the instruction is accepted by us.

5.26 No order is guaranteed either during or outside of market hours unless we specifically agree such a condition at the time the instruction is accepted.

5.27 We will execute orders when we are reasonably able to do so. In the event of the underlying market 'gapping' through a stop order price, we will execute your order on our first quote reflecting the a price in the underlying market at which we can reasonably trade in a size equivalent to your order.

5.28 Some markets are quoted outside of the trading hours of the underlying market, therefore orders which are left basis ("Our Quote") may be executed outside of such market hours at a price which we, at our sole discretion and acting in good faith, consider fair in relation to the standing of world markets at that time.

5.29 All orders, at both the time of placement and execution, must comply with those rules contained within this Customer Agreement that apply to the opening or closing of any trade. If any of these rules are not complied with, then we reserve the right not to accept, or refuse to execute, such orders.

5.30 All orders are subject to the minimum and maximum stake size prevailing at the time, both on acceptance and on execution. It should therefore be noted that orders are subject to the maximum stake size applicable at the time of execution of the order irrespective of the maximum stake size applicable at the time of placing the order. Orders which, on execution, would be in excess of the maximum stake size prevailing at the time of execution will be executed in tranches equal or up to the maximum stake prevailing at the time until such time as the order is fulfilled and the price applicable to each tranche could vary considerably.

5.32 Unless specifically agreed by us at the time of acceptance of the order, we are not obliged to immediately inform you of the execution of any order and will normally do so by the means of either, printed contract note or emailed contract note, whichever is the practice normally applicable to you.

5.33 You are not required to cancel any closing order on any position after that position has been closed or part-closed – these orders will be cancelled automatically by us. Part-closing a trade will result in all linked orders being deleted. You are required to cancel any opening order that you may have placed with us, and we reserve the right to execute any order that has not been expressly cancelled by you.

5.35

5.36 Any additional terms and conditions relating to orders will either be found in CM Trading Web site, posted on the GLOBAL CAPITAL MARKETS TRADING website [www.CMTrading.com](http://www.CMTrading.com), or be made available upon request.

## 6. PAYMENT OF VARIATION MARGIN

6.1 Variation Margin is immediately due and payable when the Account Position is a negative figure. That is to say when the total negative factors of the account when deducted from the total positive factors, produces a negative Account Position.

This negative Account Position is the amount of the Variation Margin required.

### Example for a Credit Account

Account Balance	+ €250.00
Open Positions Marked to Market	- €200.00
Credit Allocation	+ €500.00
IM	- €700.00
Account Position	- €150.00

Example for a Deposit Account

Account Balance	+ €950.00
Open Positions Marked to Market	- €650.00
IM	- €350.00
Account Position	- € 50.00

6.2 Variation Margin is **not** the total extent of your financial liability to GLOBAL CAPITAL MARKETS TRADING and you are bound by this Customer Agreement to make good the entirety of any losses you may suffer and any other payments due hereunder.

6.3 Variation Margin payments, when required, must be settled in the currency of your GLOBAL CAPITAL MARKETS TRADING account. If GLOBAL CAPITAL MARKETS TRADING agree to settlement in any other currency, then the client will be liable for any bank charges or costs applicable to such transactions and only the amount of net funds will be credited as paid.

6.4 GLOBAL CAPITAL MARKETS TRADING reserves the right to insist that Variation Margin payments of, or in excess of ZAR100,000 (or foreign currency equivalent) be received by way of telegraphic transfer, debit card, direct debit or any other method of immediate/electronic funds transfer acceptable to GLOBAL CAPITAL MARKETS TRADING.

6.5 GLOBAL CAPITAL MARKETS TRADING reserves the right to insist that Variation Margin payments of, or in excess of ZAR100,000 or foreign currency equivalent requested on or before 12.00 noon on a Business day, be received in full by GLOBAL CAPITAL MARKETS TRADING by way of telegraphic transfer, debit card, direct debit or any other method of immediate/electronic funds transfer acceptable to GLOBAL CAPITAL MARKETS TRADING by 16.00 on the same Business day.

6.6 If Variation Margin of, or in excess of ZAR100,000 (or foreign currency equivalent) is requested after 12.00 noon on a Business day, then GLOBAL CAPITAL MARKETS TRADING reserve the right to insist that the full Variation Margin payment be received by GLOBAL CAPITAL MARKETS TRADING by way of telegraphic transfer, debit card, direct debit or any other method of immediate/electronic funds transfer acceptable to GLOBAL CAPITAL MARKETS TRADING by 12.00 noon on the next Business day.

6.7 Variation Margin is immediately payable whether or not demanded and whether or not a Variation Margin Call is made. It is therefore your responsibility to ensure that you understand how Variation Margin is calculated and it is also your responsibility, and not GLOBAL CAPITAL MARKETS TRADING', to monitor your open positions and all other relevant factors used to calculate Variation Margin payable. You are required to notify us immediately if you cannot, or believe you will not be able to, meet a Variation Margin payment when due.

6.8 GLOBAL CAPITAL MARKETS TRADING is not obliged to make Variation Margin Calls of you at all or within any specific time period and we shall not be liable to you for any failure by us to contact you or attempt to contact you. Variation Margin Calls when made can be made at any time and by any method of communication including the methods referred to in clause 17. GLOBAL CAPITAL MARKETS TRADING will endeavour to contact you using all the contact details with which you have provided and a Variation Margin Call shall be deemed to have been made in accordance with the timescales referred to in clause 18.2 even if we have been unable to leave a message for you. Where a Variation Margin Call has been made by one or more method of communication it shall be deemed to have been made at the earliest time such communication is deemed served as referred to in clause 18.

6.9 In the event of any of the following, GLOBAL CAPITAL MARKETS TRADING reserves the right (but is not obliged) to close any or all, in whole or in part, of your open trades (including those held on a joint account with others) on the basis of GLOBAL CAPITAL MARKETS TRADING' current (or next available) market quotation, to exercise its rights of combination, consolidation and set off hereunder, to close your account and not accept any further trades from you, in each case with or without notice to you, and such closure will generally (but not always) be carried out by GLOBAL CAPITAL MARKETS TRADING at either 12.00 noon or 16.00 on the day in question, but it reserves the right to effect closures at any time:

- (i) if any method of payment employed by you to make payment to GLOBAL CAPITAL MARKETS TRADING is not met on first presentation or is subsequently dishonoured;
- (ii) if Variation Margin is due and you fail to pay such Variation Margin in full within three Business days of becoming due or in accordance with the relevant timescales as set out in clause 6.5 and 6.6 as the case may be;
- (iii) if, in the case of Credit Account holders, the amount of Variation Margin due exceeds three times your Credit Allocation, or, in the case of Deposit Account holders, the amount of Variation Margin due exceeds three times your Account Balance;
- (iv) if GLOBAL CAPITAL MARKETS TRADING considers, in its absolute discretion, that you are unlikely to meet any Variation Margin payment or any other payment when due;
- (v) if GLOBAL CAPITAL MARKETS TRADING considers, in its absolute discretion, that you have materially breached any of the clauses contained within this Customer Agreement as may be amended from time to time;
- (vi) if any representation or warranty made by you in relation to this Customer Agreement is found to be, or becomes, untrue, inaccurate or misleading in any respect;
- (vii) if you become the subject of an Insolvency Event;
- (viii) if you should die, be committed as a patient under relevant mental health legislation or any court order is made in respect of you under relevant mental health legislation or GLOBAL CAPITAL MARKETS TRADING suspects or believes the same to be true;
- (ix) if we are in dispute in relation to any order, trade or instruction, save that in such case we may close all but not part only of the actual or alleged trade in dispute whether or not such action is considered desirable for minimising the amount in dispute;
- (x) if there occurs any other event or any other circumstance exists, where we reasonably believe that it is necessary or desirable to take any of the above actions in order to protect ourselves or any or all of our other clients;
- (xi) if any regulatory body of GLOBAL CAPITAL MARKETS TRADING' business, or the rules of such a body, require GLOBAL CAPITAL MARKETS TRADING to do all or any of the foregoing.

GLOBAL CAPITAL MARKETS TRADING reserve the right to exercise all or any of the rights referred to in this clause 6.9 upon or at any time after the occurrence of any of the events therein referred to and regardless of when the underlying market may close.

6.10 Subject to the rules of its regulator, GLOBAL CAPITAL MARKETS TRADING may in its absolute discretion allow you to run open positions or to open trades notwithstanding that you have not met any Variation Margin payment that is due.

## **7. INDIVIDUAL EQUITY TRADING.**

7.1 When you trade on individual equities and any associated options with GLOBAL CAPITAL MARKETS TRADING, such trades will be subject to this clause 7 in addition to all other provisions of this Customer Agreement.

7.2 You are Trading on the outcome of an individual equity's price therefore you will not be entitled to ownership or any other interest therein nor will you take delivery of or be required to deliver the underlying financial instrument (e.g. the individual equity). Nor will you be entitled to any dividends or any equivalent

thereof or any other interest therein. Further terms and conditions relating to equity trades and associated options can be found in CM Trading Web site that form part of this Customer Agreement.

7.3 Individual equities are prone to events of market disruption and in the event of any of the following:

(a) if an individual equity on which you are trading - whether directly on the equity or indirectly by way of a future or option on such equity - should become the subject of a take-over offer or a merger offer or the issuer of such equity is the subject of or has entered into insolvency or liquidation proceedings (or any Insolvency Event has occurred in relation to such issuer);

(b) the market in relation to the individual equity is disrupted due to movements in its price exceeding limits permitted by the relevant exchange and which leads to the suspension of or limitation of trading in such equity;

(c) or any other event causing market disruption and which is in the sole determination of GLOBAL CAPITAL MARKETS TRADING, material.

GLOBAL CAPITAL MARKETS TRADING may in its absolute discretion with or without notice to you (and without prejudice to any other rights and remedies it may otherwise have under this Customer Agreement or at law):

(i) refuse any new trades, be they opening or closing, refuse any new orders and execute any existing orders at such levels as we may consider at our sole discretion and in good faith to be appropriate in all the circumstances. Any orders that are executed shall be subject to the minimum and maximum stake sizes prevailing at that time;

(ii) exercise any or all our rights under clause 12;

(iii) suspend or modify the application of any part of this Customer Agreement to the extent that it is impossible or not reasonably practicable for us to comply with them;

(iv) take all such other actions as GLOBAL CAPITAL MARKETS TRADING deems appropriate in the circumstances.

7.4 GLOBAL CAPITAL MARKETS TRADING reserves the right to take all or any of the above actions referred to in clause 7.3 upon the occurrence of a Force Majeure event.

7.5 GLOBAL CAPITAL MARKETS TRADING regularly hedge client trades by way of opening similar positions with other financial institutions. It therefore follows that due to the firm placing hedging positions against your trades your trading can have a distorting effect on the underlying price/market or the GLOBAL CAPITAL MARKETS TRADING quote for the individual equity in question. It also follows that the potential for market abuse is therefore created and this Clause 7 has been designed to thwart such abuse.

By entering into this Customer Agreement, you hereby represent and warrant that each time you open or close a trade with GLOBAL CAPITAL MARKETS TRADING:

(i) you will not enter into any trade with GLOBAL CAPITAL MARKETS TRADING, either alone or in concert with others, in relation to any individual equity that would result in an exposure that is equal to or in excess of the amount of holding that is declarable under the rules of the underlying exchange on which the individual equity is listed;

(ii) you will not place a trade in connection with any placing, issue, merger, takeover, or similar events of which you are either involved or otherwise interested;

(iii) you understand and agree that whenever you place an opening or closing individual equity trade with GLOBAL CAPITAL MARKETS TRADING you may be treated as having dealt in securities. You therefore agree not to place any trade that contravenes either primary or secondary legislation or any other applicable law against insider dealing;

(iv) you acknowledge that margin trades are speculative financial instruments and agree that you will not enter into a margin trade or trades either alone or in concert with others that are in any way connected with any corporate finance activity;

(v) you understand that GLOBAL CAPITAL MARKETS TRADING will not transfer to you any voting rights, either held by GLOBAL CAPITAL MARKETS TRADING or on your behalf, that relate to an underlying individual equity and nor will GLOBAL CAPITAL MARKETS TRADING allow you to have any influence over the exercise of such voting rights.

7.6 In the event that you place, or GLOBAL CAPITAL MARKETS TRADING in its absolute discretion suspects that you have placed, a trade in contravention of any part of clause 7.5 above, GLOBAL CAPITAL MARKETS TRADING may, in our absolute discretion:

(i) close any or all trades that you have open at that time without being under any obligation to inform you of our reasons for doing so;

(ii) enforce the trade/s or the firm's related hedge position/s against you, if it is a trade that has resulted in losses owed by you to GLOBAL CAPITAL MARKETS TRADING;

(iii) deem all trades closed under this clause 7.6 as being void if such trades resulted in profits owed to you by GLOBAL CAPITAL MARKETS TRADING, unless you can, within six months of the date of closure, provide GLOBAL CAPITAL MARKETS TRADING with conclusive evidence that you have not in fact committed any breach of warranty and/or misrepresentation which caused the suspicion and which was the grounds for voiding your trade/s.

## **8. SETTLEMENT OF ACCOUNTS**

8.1 Credit balances held by GLOBAL CAPITAL MARKETS TRADING will usually be made available for electronic withdrawal pending your request for payment but GLOBAL CAPITAL MARKETS TRADING are entitled to retain monies which are required to cover adverse positions, IM, any un-cleared funds, realised losses and all other amounts payable to GLOBAL CAPITAL MARKETS TRADING under this Customer Agreement. GLOBAL CAPITAL MARKETS TRADING reserves the right to levy any bank charges incurred as a result of an electronic transfer to a client account such that settlement is made NET of these charges.

8.2 GLOBAL CAPITAL MARKETS TRADING do not permit the payment to clients of unrealised profits and in no circumstances will such unrealised profits be made available for any form of payment including electronic withdrawal.

8.3 Should your Account Balance be a debit balance the full amount of that debit balance is due and payable immediately in the currency of your GLOBAL CAPITAL MARKETS TRADING account, or, with the prior agreement of GLOBAL CAPITAL MARKETS TRADING, in another currency acceptable to the company but subject to you the client being liable for any bank charges and fluctuations in the exchange rate.

8.4 When a deposit into a trading account is done in a foreign currency not in US Dollars or EU Euros, GLOBAL CAPITAL MARKETS TRADING will determine the rate at which to carry out a withdrawal. The rate may be determined according to the rate at which the funds were deposited

8.5 GLOBAL CAPITAL MARKETS TRADING is entitled, in its absolute discretion, to refuse payment by cheque of debit balances of, or in excess of ZAR100,000 (or foreign currency equivalent). We also reserve the right to refuse payment by any cheque if that cheque is drawn on a non-South African clearing bank or if any cheque or other instrument of payment has not been honoured and cleared on first presentation. GLOBAL CAPITAL MARKETS TRADING therefore reserves the right to insist that the immediate payment of debit balances of, or in excess of ZAR100,000 (or foreign currency equivalent) and any payment (of whatever amount) due from clients resident outside of South Africa, be received in full by GLOBAL CAPITAL MARKETS TRADING, by way of telegraphic transfer, debit card, direct debit or any other method of

immediate/electronic funds transfer acceptable to GLOBAL CAPITAL MARKETS TRADING on the next Business day after that on which the payment became due and payable.

8.6 GLOBAL CAPITAL MARKETS TRADING also reserve the right to submit cheques and bankers drafts for special clearance and to charge to you any costs that may be incurred by doing so.

8.7 Without prejudice to any other rights and remedies available to GLOBAL CAPITAL MARKETS TRADING we reserve the right to and shall be entitled to charge interest on all amounts payable to GLOBAL CAPITAL MARKETS TRADING under this Customer Agreement (with the exception of interest accruing under this clause 8.7) if such amounts are not paid within seven days of their due date for payment from the due date until payment in full (both before and after judgment) at the rate of [3]% above the SAFEX base rate as may be amended from time to time.

8.8 If you fail to make payment when due for any reason whatsoever, we reserve the right to require you to reimburse us for any and all costs we may suffer or incur (including bank charges, legal costs and any other third party costs we may reasonably incur) and reserve the right to debit from your Account Balance any and all of such interest costs and expenses and to recover the same from you as a debt.

8.9 Any payment that is dishonoured, Referred to Drawer or not cleared by the bank when first presented will incur a fee of 1% of the value of the payment or ZAR500 whichever is the higher amount.

## **9. CONFLICTS OF INTEREST**

9.1 There will be occasions in the course of our relationship when our best interests and yours will not be aligned. We have implemented a range of policies designed to ensure that you are fairly treated in all of your dealings with us. These policies are important to you as they are designed to protect your interests. You should therefore notify GLOBAL CAPITAL MARKETS TRADING' Compliance Officer immediately if you believe they have not been followed or that there is a conflict which may not have been addressed. They include:

9.2 Because we deal as principal at all times, and act as market maker in all of the markets we cover, we will always have an interest in the trades you make with us. To avoid any potential conflict, we will not advise you as to the merits of any particular trade.

9.3 Margin trades are bespoke financial products which can only be entered into directly with margin Trading firms. Consequently, when you deal with us, our price is the only price available to you. We are committed, however, to ensuring that our prices fairly reflect conditions in the underlying market. We have procedures in place and perform testing to see that this commitment is met. You should also see clause 10.3 below. If you deal with us at a price which is obviously wrong, you have a right to require us to correct it.

9.4 To manage the potential for conflict between your interests and those of our staff, we have a personal account dealing policy in place.

9.5 We require our staff to disclose any relationships they have with our clients and conduct ad-hoc testing to ensure that those clients have not been unduly favoured at the expense of others.

## **10. ERRORS**

10.1 In order to be valid, a contract note, or any other form of trade confirmation, must accurately reflect the relevant transaction struck over the telephone or via the GLOBAL CAPITAL MARKETS TRADING Trading Website. Erroneous contract notes or trade confirmations will not affect the validity of the transaction that was struck and will not entitle the client to enforce whatever is inaccurately recorded in the contract note or trade confirmation. The foregoing is subject to clause 10.2.

10.2 GLOBAL CAPITAL MARKETS TRADING reserves the right to refuse or void any trade involving or deriving from a Manifest Error or, at your request, we may agree to amend the details of such a trade to

reflect what GLOBAL CAPITAL MARKETS TRADING considers in its sole discretion and acting in good faith to be the correct or fair details of such a trade absent such Manifest Error. The term "Manifest Error" applies to any error, omission or misquote, (including any misquote by the dealer) which by fault of either GLOBAL CAPITAL MARKETS TRADING or any third party is manifest when taking into account the market conditions and available quotes that prevailed at the time. This may include, wrong price, month or market or any error or lack of clarity of any information, source, commentator, official, official result or pronunciation.

10.3 In the event of a Manifest Error, GLOBAL CAPITAL MARKETS TRADING may take into account all information in its possession including information concerning the expertise of the client and the market conditions that prevailed at the time of such error. When making a determination as to whether a situation amounts to a Manifest Error, GLOBAL CAPITAL MARKETS TRADING will act fairly towards the client and the client must equally not gain any unfair advantage by such Manifest Error. The fact that a client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on a trade placed with GLOBAL CAPITAL MARKETS TRADING (or that the client has suffered or may suffer any loss whether direct/indirect consequential or otherwise) is deemed irrelevant as a factor and shall not be taken into account by GLOBAL CAPITAL MARKETS TRADING in determining whether a situation amounts to a Manifest Error.

## **11. COMPLAINTS AND QUERIES OF ACCOUNT**

11.1 You are responsible for keeping yourself fully informed and up to date in respect of your trading positions and trades placed. Upon receipt of any statement, contract note or any other form of trade confirmation, you should check it to ensure that it is correct. Should you receive a contract note or trade confirmation for a trade or executed order allegedly not transacted by or for you, GLOBAL CAPITAL MARKETS TRADING must be notified immediately. If you do not receive a contract note or trade confirmation that you are expecting for a trade that you have placed (or believe you have placed) you must notify GLOBAL CAPITAL MARKETS TRADING immediately.

11.2 Should you receive a contract note, trade confirmation, or statement that contains any error or omission you must notify GLOBAL CAPITAL MARKETS TRADING within three Business days of receipt of the same.

11.3 Any query or dispute with regard to alleged trades/orders or alleged conversations (together with details of the time and date of the alleged trade or alleged conversation) must be raised with GLOBAL CAPITAL MARKETS TRADING as soon as you become aware of the same and in any event within five Business days of the date of the alleged trade/order or alleged conversation (inclusive of the date of the alleged trade/order or alleged conversation).

11.4 No query with regard to trades/orders, alleged trades/orders or conversations/alleged conversations will be entertained unless the client can provide GLOBAL CAPITAL MARKETS TRADING with the time and date of the trade/order, alleged trade/order or conversation/alleged conversation and you agree that the foregoing is fair and reasonable.

11.5 In the event of a dispute or complaint, all of the relevant details should be submitted in writing and should be referred in the first instance to the Customer Services Department of GLOBAL CAPITAL MARKETS TRADING.

11.6 Many complaints can be resolved informally by the people you normally deal with. However, if you wish to make a formal complaint, you should address it to the Compliance Officer at our normal address. All complaints received by GLOBAL CAPITAL MARKETS TRADING will be dealt with in accordance with the firm's internal complaints handling procedures, a copy of which is provided to all complainants. We will provide the client with a final response to their complaint within a maximum of eight weeks. If we are unable to resolve your complaint to your satisfaction then you have a right to refer the matter to the FAIS Ombudsman at PO Box 74571, Lynnwood Ridge, 0040, Telephone +27 12 4709080. You can find out more about the Financial Ombudsman Service at [www.faisombud.co.za](http://www.faisombud.co.za)

## **12. UNSOLICITED CALLS**

12.1 By signing this Customer Agreement you agree that GLOBAL CAPITAL MARKETS TRADING may contact you by telephone or by any other means of communication at any time whatsoever in order to discuss the business of GLOBAL CAPITAL MARKETS TRADING or its associated companies.

## **13. FORCE MAJEURE**

13.1 If we determine in our reasonable opinion that a Force Majeure Event exists then we may in our absolute discretion (without prejudice to any other rights we may (otherwise) have):

- (a) cease or suspend trading and/or alter trading times for all or any markets;
- (b) vary the minimum and/or maximum stake size for all or any markets;
- (c) amend IM factors and/or vary any buying and/or selling margins for all or any markets;
- (d) immediately require payment of Variation Margin and/or any other amounts you may owe GLOBAL CAPITAL MARKETS TRADING;
- (e) close any or all open trades, refuse any trades, cancel and/or fill any orders in each case at such level as we consider in good faith to be appropriate in all the circumstances;
- (f) suspend or modify the application of any or all of the clauses contained within this Customer Agreement to the extent that it is impossible or impractical for us to comply with them; and
- (g) take or omit to take all such other actions as we deem appropriate in the circumstances to protect ourselves and our clients as a whole.

## **14. MARKET INFORMATION SHEETS**

14.1 GLOBAL CAPITAL MARKETS TRADING' Market Information Sheets as may be amended from time to time, which form part of this Customer Agreement, contain the following information applicable to trades struck with GLOBAL CAPITAL MARKETS TRADING; including: GLOBAL CAPITAL MARKETS TRADING' trading hours, buying and selling margins, minimum stakes per trade, IM factors and other provisions relating to IM, the available markets, last day of dealing, basis of settlement, minimum stop levels and other matters relevant to certain trades and markets.

14.2 CM Trading Web site are correct as at the date of first publication but we reserve the right to amend, vary, add to, remove from and from time to time replace CM Trading Web site and any or all of the information contained therein. We will notify you of changes to and/or replacements of CM Trading Web site by any of the following methods as GLOBAL CAPITAL MARKETS TRADING determines: by new issues of CM Trading Web site, in statements sent to you, by Global Capital Markets Trading, our website [www.CMTrading.com](http://www.CMTrading.com), by telephone, via the Trading Website or by any of the methods referred to in clause 18.

14.3 GLOBAL CAPITAL MARKETS TRADING reserves the right to create (and thereafter vary or replace) rules/terms and conditions in respect of trades on any particular market. Such rules/terms and conditions (and any variation and/or replacement of the same) will be notified to you by any of the methods referred to in clause 18.

## **15. ALTERATION OF TERMS**

15.1 This Customer Agreement may be subject to alteration at any time by notice to you. Any alterations shall be deemed effective immediately on service in accordance with clause 18 and will apply to all open trades and unfilled orders as at and after the effective date of the change.

15.2 Without prejudice to the above, should a situation or dispute arise that is not specifically covered by this Customer Agreement, GLOBAL CAPITAL MARKETS TRADING shall attempt to resolve the matter on the basis of good faith and fairness and reserves the right to construct such rules in relation to the situation or dispute that are consistent with any other comparable rules contained within this Customer Agreement and, where appropriate, after consideration of comparable market conventions or practice.

## **16. NETTING PROVISIONS AND CURRENCY CONVERSION**

16.1 All transactions between you and GLOBAL CAPITAL MARKETS TRADING will be entered into in consideration of each other and constitute a single contract between GLOBAL CAPITAL MARKETS TRADING and you. GLOBAL CAPITAL MARKETS TRADING reserves the right in its sole discretion at any time and from time to time and with or without notice to you to combine and/or to consolidate and/or to set off against each other in or towards satisfaction of liabilities, all positive and negative balances of whatever nature in respect of all the accounts that you hold with GLOBAL CAPITAL MARKETS TRADING or any other member of the WorldMargins Group of Companies (including for the avoidance of doubt, but not limited to, your open trades and any other right or liability mentioned in this Customer Agreement or arising as between GLOBAL CAPITAL MARKETS TRADING and you, and whether GLOBAL CAPITAL MARKETS TRADING exercises its rights under clause 6.9 hereof or not, and whether any such balance be actual, contingent, primary, collateral, several or joint) and the resultant balance would represent the single obligation payable by the obliged party. In the event of default, bankruptcy, liquidation or similar circumstances resulting in the termination of this agreement, the parties agree that there shall be a single obligation in the base currency of the customer's foremost GLOBAL CAPITAL MARKETS TRADING account to pay a net sum of cash in respect of all aforesaid positive and negative balances. Any such balance in your favour shall be held by you as security for all balances in GLOBAL CAPITAL MARKETS TRADING's favour.

16.2 When combining and consolidating such balances, GLOBAL CAPITAL MARKETS TRADING reserve the right to disregard any credit allocation that you may have with any company forming part of the WorldMargins Group and convert, at prevailing market rates, all negative and positive balances of all accounts to the base currency of your GLOBAL CAPITAL MARKETS TRADING account and you will be liable for any commission costs or charges relating to the same.

## **17. PERSONAL DETAILS, REPRESENTATIONS AND WARRANTIES**

17.1 Upon signing this Customer Agreement and each time you make a trade with GLOBAL CAPITAL MARKETS TRADING you represent and warrant that:

- (a) the information that you provided in your Account Application Form and at any time thereafter is accurate, true and complete in all material respects;
- (b) you have read and fully understood this Customer Agreement including CM Trading Web site and the Risk Disclosure Notice both of which also form part of this Customer Agreement;
- (c) the terms of the Customer Agreement are binding and enforceable upon you;
- (d) you act as principal and are 18 years of age or over;
- (e) you are duly authorised to and have obtained all necessary authorisations (including any necessary governmental authorisations) to enter into this Customer Agreement and to execute the Account Application Form and deliver the Account Application Form to GLOBAL CAPITAL MARKETS TRADING and to enter into each trade and to perform all your obligations as detailed here;
- (f) the execution and delivery of the Account Application Form and/or the entry into this Customer Agreement and/or entry into any trade or performance of any obligation hereunder does not and will not violate any law, ordinance, charter, by-law, articles or memorandum of association (or similar document) relevant to you;
- (g) if you are a natural person you have signed your Account Application Form and if you are not a natural person the person signing the Account Application Form on your behalf is duly authorised to do so on your behalf;
- (h) if you are a natural person you have placed any trade in person and given any instruction in person, unless clause 3.5 applies in which case the person placing the trade or giving any other instruction on your behalf (if not you) is your Agent and is duly authorised by you to do so;
- (i) if you are not a natural person, the person placing any trade or giving any other instruction on your behalf is duly authorised to do so;
- (j) if you have appointed an Agent, such Agent has read and understood this Customer Agreement (including CM Trading Web site and the Risk Disclosure Notice) and fully understands the nature of margin Trading and the jargon used.

17.2 You acknowledge that GLOBAL CAPITAL MARKETS TRADING has relied on and will rely on the truth

accuracy and completeness of the information provided by you on your Account Application Form and at any time thereafter.

## 18. NOTICES

18.1 With the exception of contract notes and statements of account (see clause 4.18) any notice from GLOBAL CAPITAL MARKETS TRADING to you under or in connection with this Customer Agreement may be in writing, by electronic means, given verbally and may be sent by either first class post, fax, telephone answering machine message, voice mail message, pager, email, via the GLOBAL CAPITAL MARKETS TRADING website or delivered personally. Any notices or other communications from GLOBAL CAPITAL MARKETS TRADING to you may be made to your last known telephone number (including a telephone answering machine), fax number, pager number, website, email address, home address, place of work, or any other contact details that you may have provided or which GLOBAL CAPITAL MARKETS TRADING may have ascertained.

18.2 In the event that GLOBAL CAPITAL MARKETS TRADING are unable to establish evidence of earlier receipt, any notice or communication from GLOBAL CAPITAL MARKETS TRADING to you is deemed to have been served upon you:

- (a) If delivered verbally to the client, or such person purporting to be the client, either face to face or by means of telephonic equipment, when actually stated.
- (b) If given by either leaving a telephone answering machine message, pager message or voice mail message, one hour after such message was left.
- (c) If given by way of leaving a message with any third person i.e. a work colleague or spouse, one hour after such message was left.
- (d) If sent by email, one hour after it was mailed, on the proviso that no 'not sent' or 'not received' message is received back from the relevant email providers.
- (e) If published on the CM Trading website, one hour after publication.
- (f) If sent by fax, upon completion of the transmission, provided that a transmission "complete" report is received.
- (g) If sent by first class post, on the [seventh] day after posting unless posted on a Saturday, Sunday or public holiday in South Africa, in which case it shall in any event be effective on the [eighth] day after posting (excluding Sundays and public holidays)
- (h) If sent by first class air mail, the [tenth] Business day after posting unless posted on a Saturday, Sunday or public holiday in South Africa, in which case it shall in any event be effective on the [eleventh] Business day after posting (excluding Sundays and public holidays).
- (i) If delivered personally, when left at the client's last known home or work address or when actually given by hand to the client.

18.3 With the exclusion of placing trades or orders, any notice or other communication from you to GLOBAL CAPITAL MARKETS TRADING should be sent either: in writing and sent by first class post and marked for the attention of GLOBAL CAPITAL MARKETS TRADING' Customer Services Department at our current address; in writing and delivered personally by hand to our Customer Services Department, by fax to the correct and recognised fax number of GLOBAL CAPITAL MARKETS TRADING and marked for the attention of our Customer Services Department, or by email to the current email address of GLOBAL CAPITAL MARKETS TRADING' Customer Services Department, [support@CMTrading.com](mailto:support@CMTrading.com)

- (c) If delivered personally to GLOBAL CAPITAL MARKETS TRADING' Customer Services Department on a Business day, such notice shall be deemed received on that Business day and if not delivered on a Business day it shall be deemed as being received on the next Business day after delivery.
- (d) If sent by fax, to the correct and recognised fax number of GLOBAL CAPITAL MARKETS TRADING and marked for the attention of our Customer Services Department, at least one hour before the close of business on a Business day, such fax shall be deemed received on completion of the transmission (and if sent after that time shall be deemed received on the next Business day after completion of the transmission) provided that a transmission 'complete' report is received.

(e) If sent by email to the current email address of GLOBAL CAPITAL MARKETS TRADING' Customer Services Department at least one hour before close of business on a Business day, such email shall be deemed received one hour after sending (and if sent after that time shall be deemed received on the next Business day after sending), provided no 'not sent' or 'not received' message is received from the relevant email providers.

18.5 GLOBAL CAPITAL MARKETS TRADING reserves the right to, but is not obliged to, accept notices and communications from you over the telephone and you recognise that recordings of such instructions remain the exclusive property of GLOBAL CAPITAL MARKETS TRADING, that they shall constitute evidence of the instructions given and may be used for any purpose by us, including as evidence in any dispute.

## **19. INDEMNITIES AND LIABILITY**

19.1 We accept no liability to you for any consequential loss or indirect loss, loss of profits or damage save in the case of fraud, wilful default or gross negligence on behalf of GLOBAL CAPITAL MARKETS TRADING.

19.2 A single or partial exercise of, or failure or delay in exercising, any right either under this Customer Agreement or at law by GLOBAL CAPITAL MARKETS TRADING shall not constitute a waiver by GLOBAL CAPITAL MARKETS TRADING of, or impair or preclude any exercise or further exercise of that or any other right arising under this Customer Agreement or at law.

19.3 GLOBAL CAPITAL MARKETS TRADING shall have no liability to you for any consequential loss, indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements) that you might suffer as a result of any defect or failure of the whole or any part of our telecommunications system, website, or internet Trading Website, including when all of our trading lines are busy.

19.4 Should GLOBAL CAPITAL MARKETS TRADING allow you access to the Trading Website, this and any materials provided in connection with the Trading Website are intended for your use only, provided on a non-exclusive basis, and remain the property of GLOBAL CAPITAL MARKETS TRADING and its internet providers at all times and you therefore have no rights to the ownership, copyright, or protected intellectual property rights of any software employed by the GLOBAL CAPITAL MARKETS TRADING Trading Website.

19.5 Should you choose to access the GLOBAL CAPITAL MARKETS TRADING Trading Website, you agree to take steps to ensure that the hardware and software that you employ to access the GLOBAL CAPITAL MARKETS TRADING Trading Website does not introduce any form of computer virus, (including, but not limited to, "software bombs" and "worms") into the Trading Website and you agree to indemnify us for any loss that we may suffer as a consequence of such introduction.

19.6 In allowing you to access the GLOBAL CAPITAL MARKETS TRADING Trading Website we make no warranties (express or implied), representations or guarantees as to the fitness, suitability or merchantability of its content, documentation or any hardware or software provided by GLOBAL CAPITAL MARKETS TRADING in connection with, or which forms part of, the Trading Website.

19.7 GLOBAL CAPITAL MARKETS TRADING, any company forming part of the Group or their employees will not be liable for any loss, cost, expense or damage whatsoever which may arise directly or indirectly as a result of any technical difficulties which you may experience in connection with the GLOBAL CAPITAL MARKETS TRADING website or Trading Website and which may lead to, but not be limited to, malfunctions, failures, delays, hardware damage or software erosion and could possibly lead to economic and/or data loss as a result of installing, attempting to access, accessing, using, maintaining, modifying or deactivating the Trading Website or otherwise including arising out of the negligence of GLOBAL CAPITAL MARKETS TRADING (or any company forming part of the WorldMargins Group) and/or if GLOBAL CAPITAL MARKETS TRADING had been advised of the possibility of the same arising. Nor shall we be liable for the introduction of any form of computer virus, (including, but not limited to, "software bombs" and "worms") into your computer hardware or software as a result of connection to the GLOBAL CAPITAL MARKETS TRADING website or Trading Website on the proviso that we have taken reasonable steps to prevent any such introduction.

19.8 GLOBAL CAPITAL MARKETS TRADING does not effect insurance in respect of the liabilities which are limited and/or excluded under this Customer Agreement. If you find this unacceptable, you should either refrain from dealing with GLOBAL CAPITAL MARKETS TRADING or take steps to insure yourself in respect of those matters.

19.9 You will indemnify us and keep us indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which we suffer or incur as a direct or indirect result of any failure by you to perform any of your obligations under this Customer Agreement or under any trade and by signing this Customer Agreement you acknowledge that you are not entitled to assign, transfer, charge, sub-contract or deal in any other manner with this Customer Agreement nor any of its rights or liabilities hereunder (including any interest in balances, open positions or collateral), or purport to do any of the same.

19.10 By signing this Customer Agreement you acknowledge that the taxable status of any trades that you may place with GLOBAL CAPITAL MARKETS TRADING will be dependent on your personal circumstances and may be subject to variation, and therefore it is your responsibility to seek independent tax advice if you are in any doubt as to your liability to pay tax on trades placed with GLOBAL CAPITAL MARKETS TRADING. You also agree that in the event that taxes become due and payable in relation to any trade that you place with GLOBAL CAPITAL MARKETS TRADING you will be responsible for the full payment of such taxes. In the event that GLOBAL CAPITAL MARKETS TRADING are obliged, for whatever reason, to pay your personal liability with regard to such taxes you will fully indemnify GLOBAL CAPITAL MARKETS TRADING or any of its associated companies against the same.

19.11 In this Customer Agreement, unless the context otherwise requires

- (a) the clause headings shall not affect the interpretation and are for ease of reference only,
- (b) use of the singular includes the plural and vice versa;
- (c) the use of any gender includes the other genders;
- (d) any phrase introduced by the terms "including", "include", "in particular", "for example" or the letters "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words that precede it.

19.12 Each clause and part of a clause in this Customer Agreement is separate and severable and enforceable accordingly and should any clause, either in whole or in part, of this Customer Agreement be found to be invalid or unenforceable by any court or administrative body of competent jurisdiction, such invalidity or unenforceability shall not affect either the remaining part of the affected clause or the other clauses which shall retain their full force and effect.

19.13 The rights contained within this Customer Agreement that are in favour of GLOBAL CAPITAL MARKETS TRADING are cumulative and are without prejudice to and are not exclusive of any rights or remedies provided by law. Each company forming part of the WorldMargins Group may enforce all of the terms contained within this Customer Agreement and GLOBAL CAPITAL MARKETS TRADING shall be entitled to assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights and/or liabilities hereunder including by way of transfer of the same to an associated company.

19.14 This Customer Agreement and all business transacted between GLOBAL CAPITAL MARKETS TRADING and the client shall be governed by, and shall be construed in accordance with, the laGlobal Capital Markets Trading of the Republic of South Africa and the parties submit to the non-exclusive jurisdiction of the High Court of South Africa.

19.15 Either party may terminate this agreement at any time by written notice to the other. Following termination of this agreement the client shall not be entitled to place any trade or otherwise deal as a client with GLOBAL CAPITAL MARKETS TRADING and any open trades will normally be closed immediately unless otherwise agreed by us. Any notice so given is without prejudice to accrued rights and remedies of either party. The termination of this agreement shall not affect any liabilities of whatsoever nature the client may have under this Customer Agreement be they actual/current at the time or contingent.

19.16 Nothing within this Customer Agreement shall restrict or exclude any liability or duty owed by GLOBAL CAPITAL MARKETS TRADING (as the representative of BLACKSTONE MARKETING SA (PTY) LTD ) to you under the FAISA or any rules of the FSB. In the event of conflict, the applicable provisions of the FAISA and any applicable rules of the FSB, shall prevail over this Customer Agreement.

19.17 Any company forming part of the Global Capital Markets Trading Group may enforce any or all provisions of this Customer Agreement.

## 20. USE OF CREDIT CARDS

20.1 Refunds – a client has the right to request a refund of any credit card deposit, not beyond:

- i. The amount deposited using the credit card
- ii. The client equity (once bonuses, credits and any other incentives have been removed)

A client may request a withdrawal by sending in an email to Finance@CMTrading.com

20.2 Cancellations – A client who has deposited by credit card but not traded may at any time request a full withdrawal of their funds by sending in an email to Finance@CMTrading.com

20.3 Credit Cards, Debit Cards and some alternative payment methods are processed by CMT PROCESSING LTD, Spyrou Kyprianou 84 St., 4004, Limassol, Cyprus. CMT Processing LTD may be contacted on +44 203 318 2176

## 21. APPLICABLE LAW

21.1 The entire Agreement between the parties is expressed in this writing. Any additions to or modifications to this Agreement shall be valid and binding between the Parties hereto only if they are in writing, signed and dated by all Parties hereto

21.2 This **Agreement shall be interpreted and construed according to laws of Mauritius**. Any disputes arising out of or in connection with the present Agreement which are not solved by mutual agreement, shall be settled in the Courts of Mauritius

## 22. DEFINITIONS

22.1 When reading this Customer Agreement you should be aware that the following words and expressions shall have the following meanings:-

"Account Balance" the balance of your account with GLOBAL CAPITAL MARKETS TRADING be it a credit or debit balance and having taken into account all credits and debits to that account including any profit or loss arising from closed positions but not taking into account any open positions valuations. Commonly referred to as the "Cash Balance".

"Account Position" the total negative or positive figure produced after having taken into consideration all credit or debit balances of your account including all open position valuations and credit allocations where applicable.

"Account Application Form" the GLOBAL CAPITAL MARKETS TRADING Account Application Form.

"Agent" a person authorised to operate an account on behalf of a client as referred to in clause 3.5.

"trade", "Trading", "dealing", "trading" these expressions or other similar expressions include a reference to a client placing a trade, opening a position, closing a trade/position and/or leaving/amending or cancelling an order of any description.

"Business day" Monday to Friday (inclusive) but excluding any public holiday in the Republic of South Africa.

"Client", "you" and "your" a person for whom GLOBAL CAPITAL MARKETS TRADING has opened an account and allocated a unique account number.

"Client Money" money received from and held on behalf of clients.

"Credit Allocation" a risk allocation figure allocated by GLOBAL CAPITAL MARKETS TRADING in respect of a Credit Account, as referred to in clause 2.4. Such Credit Allocation may be varied from time to time by GLOBAL CAPITAL MARKETS TRADING as referred to in clause 2.6.

"FAISA" the Financial Advisory and Intermediary Services Act 2002 and any regulations made in terms thereof from time to time.

"Force Majeure Event" any cause which prevents GLOBAL CAPITAL MARKETS TRADING from performing any or all of its obligations hereunder as a result of any act, omission or event which is beyond the reasonable control of GLOBAL CAPITAL MARKETS TRADING.

"The FSB" the Financial Services Board of South Africa.

"Expiry" as defined in clause 5

"GTC" as defined in clause 5

"IM" Initial Margin as defined in clause 2.5 and which may be varied from time to time as referred to in clause 2.5.

"Insolvency Event" in relation to you:

(a) (if the client is other than a natural person or a partnership) the passing of a resolution or the making of an order for your winding up or dissolution, the making of an administration order, the appointment of a receiver, judicial manager, administrator, manager, administrative receiver or similar officer over, or if any creditor takes possession of or sells, all or any part of your business or assets, the making of an arrangement or composition with your

creditors generally or the making of an application to court for protection from your creditors generally (including under Chapter 11 of the US Bankruptcy Code);

(b) (if the client is a natural person or partnership) if a creditor takes possession of or sells all or any part of your business or assets, the making of an arrangement or composition with your creditors generally, the making of a bankruptcy order; if the client is a partnership, the occurrence of any of the foregoing events in relation to any partner in that partnership shall be deemed an "Insolvency Event"; or

(c) (in either case) becoming insolvent or otherwise being unable to pay your debts as they fall due, or any act of insolvency or similar event (to those set out in paragraphs (a) and (b) above) occurring or action taken in respect of you

"Manifest Error" as described in clause 10.2.

"Marked to Market" the value of a client's open position when calculated at either the mid point of the relevant GLOBAL CAPITAL MARKETS TRADING' current quote from time to time or on either the GLOBAL CAPITAL MARKETS TRADING current bid or offer as applicable from time to time.

"Market" as defined in clause 5.4.

CM Trading Web site provided by GLOBAL CAPITAL MARKETS TRADING, which form part of this Customer Agreement and may be amended and/or replaced from time to time as referred to in clause 14.2.

"Password" a password, whether alpha, numeric or a combination of both, that you and GLOBAL CAPITAL MARKETS TRADING agree prior to dealing and which will be requested when you access the Trading Website.

"SAFEX" South African Futures Exchange.

"Terms" the clauses set out herein as the same may be amended and/or replaced from time to time, CM Trading Web site and any rules/terms and conditions, clauses from time to time created by GLOBAL CAPITAL MARKETS TRADING in accordance with clause 13.4 and as such rules/terms and conditions' clauses may from time to time be amended and/or replaced, all the foregoing together constituting Global Capital Markets Trading "Customer Agreement".

"Trading Website" the real time interactive Trading Website of, and provided by, GLOBAL CAPITAL MARKETS TRADING by way of the client area of [www.CMTrading.com](http://www.CMTrading.com)  
The expression "Trading Website" will, for these purposes, also apply to any other form of electronic trading method provided and supported by GLOBAL CAPITAL MARKETS TRADING.

"Variation Margin" as defined in clause 6.1.

"Variation Margin Call" a request for payment of Variation Margin as referred to in clause 6.7

"

"GLOBAL CAPITAL MARKETS TRADING" "we" "us" and "our" MarginGlobal Capital Markets Trading Ltd (Company number 104785)

"GLOBAL CAPITAL MARKETS TRADING' quote"/"Our Quote" as defined in clause 5.23]

"Website" means the website of GLOBAL CAPITAL MARKETS TRADING, maintained from time to time for access by clients and which is currently maintained under the URL: [www.CMTrading.com](http://www.CMTrading.com)

### **23. Bonus conditions**

23.1 A bonus will be given only when the deposit has been done through wire transfers between banks

23.2 In order to withdraw your special bonus you need to trade: a minimum (but not maximum) of 0.1 lots for every \$1 received (not including indices other than US, DAX and FTSE). For example, if you receive a trading bonus of \$100 you will need to have a minimum trading volume of \$1,000,000 in order to withdraw the bonus

23.3 The above condition (23.2) relates to bonuses of up to 20% of the deposited amount. Should the company offer from time to time a higher bonus amount, the trading requirement will be higher in order to withdraw the bonus

23.4 If you make a withdrawal before you have completed the required trading requirement as in 23.2 or 23.3 we will revoke the entire bonus

23.5 The company has the right to revoke any bonus at any time

### **24. Risk-free trades**

23.1 The Company may offer from time to time "Risk-free trades". The following are the conditions of this promotion:

- (a) Positions in EURUSD only
- (b) Maximum position size 0.1 Lots
- (c) Only one position may be opened at any time



- (d) Position can be opened any time after 06:00 GMT and must be closed by 19:00GMT on the same day
- (e) Client must send in an email to Support@cmtrading.com with the position detail within 10minutes of the position being opened
- (f) Once the position is closed, and if there is a loss on that position, the monetary value of that loss will be redeposited into the account
- (g) The funds replaced in the account from a losing trade will have bonus conditions based on every \$1 received will require a trading turnover of \$5,000 in order to withdraw

## Global Capital Markets Trading Limited Risk Disclosure Notice

This notice is provided to you because you are proposing to undertake dealings in contracts for differences in the form of trades with a firm that is carrying on investment business GLOBAL CAPITAL MARKETS TRADING. It cannot disclose all of the risks and other significant aspects involved in dealing in contracts for differences in the form of trades.

Engaging in this type of transaction can carry a high risk. As these transactions differ markedly from normal trades you should not engage in this form of Trading unless you understand the nature of the transaction you are entering into and the true extent of your exposure to the risk of loss. The amount that you may win or lose will vary according to the extent of the fluctuations in the price of the index ("the underlying markets") on which the trade is based instead of a sum predeterminable when a normal trade is placed. For many members of the public, these transactions are not suitable; you should, therefore, consider carefully whether they are suitable for you in the light of your circumstances and financial resources. In considering whether to engage in this form of Trading, you should be aware of the following:

1. The high degree of "gearing" or "leverage" is a particular feature of this type of transaction. This stems from the margining system applicable to such trades that generally involves a comparatively modest deposit or initial margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on your trade. If the underlying market movement is in your favour, you may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of your entire deposit, but may also expose you to a large additional loss unless you enter into a limited liability contract with the firm.

If you deal on a credit basis, which may amongst other payments cover the initial margin requirements, the extent of your agreed credit facility does not limit your loss or financial liability and you can be subject to variation margin calls for an amount in excess of your facility. As a consequence the amount of capital that you are prepared to place at risk should be sufficient to cover your credit allocation and the possibility of subsequent

variation margin calls, which will only be made once your credit allocation has been exceeded.

2. You may be called upon to deposit substantial additional variation margin, at short notice, to maintain your trade. If you do not provide such additional funds within the time required, your trade may be closed at a loss and you will be liable for any resulting deficit.

3. Such transactions will not be undertaken on a recognised or designated investment exchange and, accordingly, they may expose you to greater risks than exchange transactions. The Trading structure and Trading rules will be established solely by GLOBAL CAPITAL MARKETS TRADING. For example, if you wish to close the trade earlier than the time at which it would otherwise automatically expire you will have to close it at GLOBAL CAPITAL MARKETS TRADING's quotation which may reflect the premium or discount of the "underlying market". When the underlying market is closed GLOBAL CAPITAL MARKETS TRADING's quotation can be influenced by the weight of other clients buying or selling with GLOBAL CAPITAL MARKETS

TRADING. You will have to close any trade originally entered into with GLOBAL CAPITAL MARKETS TRADING, with GLOBAL CAPITAL MARKETS TRADING.

4. Where entering into such transactions, GLOBAL CAPITAL MARKETS TRADING does so under a two-way customer agreement. You should satisfy yourself that dealing is conducted throughout in strict conformity with that customer agreement and complain to the GLOBAL CAPITAL MARKETS TRADING Compliance Officer if you have reason to believe it is not.

5. Prior to placing any trades, you should receive from GLOBAL CAPITAL MARKETS TRADING written confirmation of all transaction or other charges for which you will be liable to GLOBAL CAPITAL MARKETS

TRADING. However, GLOBAL CAPITAL MARKETS TRADING is unable to advise you of any other costs that you may incur in the course of dealing with it.

6. The tax treatment of spread Trading and of any profits you make from spread trades may be affected by your personal circumstances and can be subject to change. You should seek further advice if necessary.

7. A limited liability transaction limits the extent of your liability for loss in a transaction to an amount agreed by you prior to entering into such transaction, but you may sustain such loss in a relatively short time. You should take particular note of this aspect as specified in the terms and conditions of GLOBAL CAPITAL MARKETS TRADING. In particular, you should check whether the limited liability is only guaranteed during normal business hours. You are likely to incur additional costs in this type of transaction and you should obtain from GLOBAL CAPITAL MARKETS TRADING an explanation of these, if they are applicable. Such additional costs may take the form of a specific additional charge, or could be a "hidden cost" because the prices or spread on which these trades are based differ from those applicable to other trades that do not have limited liability.

8. GLOBAL CAPITAL MARKETS TRADING will not provide you with investment advice relating to investments or possible transactions in investments or from making investment recommendations of any kind. We may, however, give factual market information or information, in relation to a transaction about which you have enquired, as to transaction procedures, potential risks involved and how those risks may be minimised.
9. GLOBAL CAPITAL MARKETS TRADING holds your money in a segregated bank client account in accordance with the General Code of Conduct for Authorised Financial Services Providers and Representatives published under the FAISA, but this may not afford complete protection.
10. If you deposit collateral as security with GLOBAL CAPITAL MARKETS TRADING, you should ascertain from GLOBAL CAPITAL MARKETS TRADING how your collateral will be dealt with. Deposited collateral may lose its identity as the investor's property once it undertakes in dealings on its behalf.
11. If you have reason to believe that GLOBAL CAPITAL MARKETS TRADING is not acting in accordance with representations that it has made to you, the terms of your customer agreement, the FAISA or the rules of the FSB, you should complain to the firm's Compliance Officer.

GLOBAL CAPITAL MARKETS TRADING  
March 2012