



CLIENT AGREEMENT

Global Gold & Currency Corporation

2023-2024



Client Agreement

This Client Agreement is between you and Global gold and Currency Corporation hereafter referred as GGCC contains the terms and conditions that govern all transactions in “Contracts for Difference” and other margin trading products (collectively referred to as CFDs), entered between you and Global gold and Currency Corporation.

A CFD is an over-the-counter derivative product comprising an agreement under which one party is entitled to be paid an amount of money (profit) or has to pay an amount of money (loss), resulting from movements in the price or value of an Underlying Asset (without actually owning that Underlying Asset).

This Client Agreement takes effect when you agree to its terms and conditions as part of GGCC’s Account Application process and will remain in force unless terminated under the terms set out below.

CFDs involve a high level of risk and can result in significant losses. CFDs are not suitable for everyone. A full explanation of the risks associated with CFD trading is set out in the GGCC Product Disclosure Statement and the Risk Disclosure Notice. You should read these documents and ensure you fully understand all the risks associated with our products and service offering before entering into this Client Agreement.

1. Definitions and Interpretation

Please note that headings are for convenience only and do not affect the construction and interpretation of this Client Agreement.

Bolded or UPPERCASE clauses within this Client Agreement are bolded and/or are in uppercase for clarity/to draw attention to their contents and should not be taken to alter the meaning or effect of the applicable clause.

Reference to a person or individual includes corporate entities, trusts, partnerships, and individuals.

Reference to the singular includes the plural and vice versa as the context requires.

Reference to the expressions “include” or “including” are not words of limitation.

See below for the definition of the terms used in this Client Agreement:

Account Application means an application to open an Account with GGCC.

Client means the Whoever opening trade account with GGCC.

Authorized Person means a person duly authorized to act in their capacity as a Power of Attorney of the client, including to give instructions and receive information relating to the Account.

Business Day refers to the working days recognized by the local monetary authority or the forex industry, as operational through the Meta Trader platform.

CFD means a Contract for Difference, which is an over-the-counter derivative product comprising an agreement under which one party is entitled to be paid an amount of money (profit), or has to pay an amount of money (loss), resulting from movements in the price or value of an Underlying Asset (without actually owning that Underlying Asset).

Future Contract: CFDs based on futures have an expiry date, and clients must close their positions before this date. If they fail to do so, the system will automatically close the position, liquidating it in the base currency at expiry or settlement time. This will occur at the prevailing market price or the best available price for settlement.

Client Agreement means this agreement between you and GGCC.

Closing Date means the date on which you accept the Closing Price of the CFD, or on which a Closing Date is deemed to have occurred by us.

Closing Notice means the notice given by one party to close a CFD in accordance with clause 14.3 of this Client Agreement.

Closing Price means the price as determined by GGCC at the time GGCC receives the Closing Notice.

Contract means any contract for a CFD transaction (whether verbally or in writing), entered by you.

Common Reporting Standard (CRS) means the global reporting standard for the automatic exchange of information (AEOI) as enacted pursuant to the Tax Laws Amendment (Implementation of the Common Reporting Standard).

Trading Misbehavior means GGCC permits limited advisory expertise (EA’s) from the MQL market; however, the use of automated trading systems, plugins, or suspicious IP trading, including arbitrage, bonus abuse, or any other trading abuses, is strictly prohibited. Any violation of these trading terms may lead to the disabling or termination and nonrefundable of your account and all associated services with GGCC.

Disputed Transaction means a dispute relating to any third party or inappropriate Banking transactions and CFD transaction entered with GGCC.

Equity means the Account balance including (after) any Unrealized Profit and/or Unrealized Loss on open CFD Positions. Equity is an indication of the overall performance of an Accounts it considers the Account balance and how each individual Position is performing.

Foreign Account Tax Compliance Act (FATCA) means section 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations and includes: any treaty, law or regulation of any other jurisdiction relating to an intergovernmental agreement between the US and any other jurisdiction, which facilitates the implementation of relevant laws or regulations; and any agreement pursuant to the



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implementation of any relevant treaty, law or regulation with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FSG means the Financial Services Guide issued by GGCC, as amended or supplemented from time to time.

Future or forward means the price that a CFD is quoted at based on a future date. The quoted price of a Future or Forward contract includes financing costs and (if applicable) dividends.

Hedging means a strategy used by GGCC to manage exposure to Position(s), which involves the entering of its own positions with a Liquidity Provider(s).

Inactive means a Trading Account, with available Equity, that has had no trading activity within the previous Three (3) months.

Joint Account means an Account Application made for, and a Trading Account opened in the name of, two or more persons.

LEI means the Legal Entity Identifier or acceptable equivalent issued to a corporation, corporate trust, corporate trustee or any other person required to have an LEI.

Liquidity means the amount (by volume) of buy or sell orders at bid and ask prices.

Liquidity Provider(s) means an external counterparty (bank or other financial institution) that provides a buy and sell price in a CFD and can accept trades and orders for the purposes of Hedging. This external counterparty is also known as a Hedging counterparty.

Manifest Error means a manifest or obvious misquote made by GGCC, a Liquidity Provider, an exchange information source or official on whom we reasonably depend, having regard to the current market conditions at the time an order is placed. Whether a Manifest Error has occurred will be determined by GGCC in its discretion. When determining whether a Manifest Error has occurred, GGCC will consider all factors, including relevant market conditions and any error in, or lack of clarity of, any information source or announcements. GGCC commits to acting reasonably and fairly towards you in making this determination.

Market Maker means that GGCC acts as counterparty with respect to your trading activity. GGCC set the prices (bid and ask quotes) that are provided to you and may assume the risk of your trading activity.

Market Order means an order to enter a Position or close out a Position at the first price available (current market price) and as determined by the CFD price, market liquidity, and other factors that may impact on execution times.

Margin means the amount of money you are required to pay us or hold in your Trading Account to place an Order.

Margin Call means a demand for additional funds to be deposited into your Trading Account, or the closing of your open Position(s), to meet your Margin obligations.

Negative Balance Protection applies where you are a Retail Client and means that at any time you have a negative balance

on your Account, we will waive our right to claim the deficit and will return the Account balance to zero. Where you have multiple Accounts with us, we may treat your Accounts as aggregated for the purposes of offsetting a negative balance, by using funds on one Account to offset losses incurred on another.

Net Free Equity means the amount of money you would have left in your Account should all of your open Positions be closed out at the current market price, taking into account any Swap Charge or Swap Credit, fees or transaction charges. Net Free Equity may be positive or negative.

Operating Rules means the rules, regulations, customs, and practices from time to time of any exchange, clearing house, or other organization or market involved in the execution or settlement of any CFD transaction.

Order means a request that you make to enter a Contract with us under this Client Agreement.

PDS means the Product Disclosure Statement issued by GGCC, as amended or supplemented from time to time.

Price Latency Arbitrage means the practice of exploiting disparities in the price of any CFDs; by taking advantage of the time, it takes to access and respond to market information.

Privacy Policy means the policy available from GGCC's 'Legal Documents & Disclosures' page titled 'Privacy Policy', located at - <https://www.support.ggccfx.com>

Politically Exposed Person has the same meaning as in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument.

Position means a CFD contract you enter into under this Client Agreement and the PDS.

Power of Attorney gives another person, nominated and appointed by you, the ability to act on your behalf. This means that the third party can take over responsibility for the Account, including but not limited to, the ability to place orders for you or on your behalf.

Related Body Corporate means a body corporate, and where that body corporate is a:

- (a) holding company of another body corporate - that other body corporate;
- (b) subsidiary of another body corporate - that other body corporate;
- (c) subsidiary or a holding company of another body corporate - that other body corporate; or
- (d) company forming part of the GGCC brand, including irrespective of whether that company is a subsidiary of GGCC or not - that company forming part of the GGCC brand.

Relevant Exchange means the relevant financial market or exchange on which the reference buys or sell price of the

Underlying Asset is quoted or formed (which may include a decentralized marketplace).



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Retail Client has the meaning You are classified as a 'retail' client unless you meet the criteria to be classified as a 'Wholesale' Client under the Corporations Act.

Risk Disclosure Notice means the risk disclosure notice available from GGCC's 'Legal Documents & Disclosures' page titled 'support', located at- <https://www.support.ggccfx.com>

Swap means the fee that your Trading Account is debited or credited if you hold a Position at 23:59:59 platform time (or at a time nominated by GGCC) through to the following Trading Day.

Swap Charge or Swap Credit means financing related credits or charges relating to the holding of a CFD at the close of the trading day.

Sub Accounts means additional Accounts that you have requested to open under the same name with GGCC.

Trading Account or Account means the client's CFD account held with GGCC, which is established in accordance with the terms and conditions of this Client Agreement, the GGCC FSG, GGCC PDS and any other terms and conditions or legal document published by us from time to time on our website or our Trading Platform.

Trading Day means Monday to Friday including public holidays for CFDs excluding cryptocurrency CFDs; or Monday to Sunday including public holidays for cryptocurrency CFDs. The close of the Trading Day occurs at 23:59:59 on the Trading Platform or instruments closing time provided by MT 4 or MT5.

Trading Platform means GGCC's online Meta Trader platform (MT4 or MT5), Trading View or any other online trading facility provided by GGCC.

Trust means where the Account is opened in the name of a trust identified in the Account Application.

Trust Deed means where you are a trustee, the Trust Deed governing the Trust.

Total Margin Requirement means the total Margin required to maintain all your open Positions.

Underlying Asset means the instrument or asset (i.e., currency pair, cryptocurrency, commodity, share, or index) whose value or price, or change in value or price, determines the potential value of the CFD.

Underlying Market means the market (regardless of its form) in which an Underlying Asset is traded (for example, a formally regulated securities exchange such as the ASX or a decentralized over-the-counter market).

Unrealized Loss means the amount of floating loss on an open Position. This is a loss that has not yet been realized by closing the Position.

Unrealized Profit means the amount of floating profit of an open Position. This is a profit that has not yet been realized by closing the Position.

2. Client Representations and Warranties

2.1. You represent and warrant to GGCC that:

- (a) You have read, understood, and will comply with the terms of this Client Agreement.
- (b) All Orders placed and transactions made by you under this Client Agreement are lawful.
- (c) By entering into this Client Agreement, you do not and will not breach any other agreement to which you are a party (or any law or judgment/order binding on you).
- (d) All decisions and instructions made pursuant to this Client Agreement are agreed by all parties to the Trading Account (if applicable and where required).
- (e) You are not an employee or close relative of an employee of any Relevant Exchange participant.
- (f) All information you provide to us in your Account Application form is true and accurate.
- (g) You understand GGCC will act as principal and Market Maker for the purpose of dealing in CFDs in accordance with the terms of this Client Agreement.
- (h) You are not insolvent. If you are a corporate client, no resolution has been passed or petition presented nor has an order been made for winding up or liquidation and there has been no appointment of a receiver or manager or an administrator or other insolvency official. If you are an individual, you have not taken any steps to have yourself declared bankrupt nor have any steps been taken against you to have you declared bankrupt and there has been no appointment of a receiver or manager or an administrator or other insolvency official to administer your estate.
- (i) You acknowledge that you will be categorized as a Retail Client unless you specifically apply for a professional investor account and provide GGCC with evidence that you meet the criteria to be re-classified as a Wholesale Client under the Corporations Act.
- (j) You represent and warrant to GGCC that you have the legal capacity and authority to enter into this Client Agreement and the transactions governed by it.
- (k) You and GGCC are bound by the applicable CFD laws and/or regulations, Corporations Act, applicable Operating Rules, customs, usages, and practices (as modified from time to time) of the Relevant Exchange and clearing houses where any dealing takes place.

2.2. Where you are a trustee (including the trustee of a superannuation fund):

- (a) the Trust has been duly constituted, is valid, and complies with all applicable laws;
- (b) the Trust Deed has been executed in accordance with the laws of the relevant State or Territory in which that Trust has been established.
- (c) the property of the Trust has not been resettled, set aside, or transferred to any other trust or settlement and the Trust Deed has not been terminated and the date or

any event for the vesting of the Trust's property has not occurred;

- (d) the Trust Deed specifically permits the trustees to enter into CFD transactions, and CFDs form part of the Trust's investment strategy;
- (e) transactions performed under this Client Agreement constitute binding obligations and are enforceable against the Trust and its property;
- (f) you have an unrestricted right to be fully indemnified or exonerated out of the Trust's property in respect of any losses or liabilities incurred by you in your dealings with GGCC, and the Trust's property is enough to satisfy that right of indemnity or exoneration;
- (g) you have complied with your obligations in connection with the Trust;
- (h) there is no conflict of interest on your part in entering into transactions with GGCC and performing your obligations under the Trust or otherwise under this Client Agreement; and
- (i) if you are trustee of a superannuation fund, you have complied with all requirements outlined in the Superannuation Industry.

2.3. Where you are an investment manager, an investment management agreement authorizes transactions in CFDs and:

- (a) the transactions are within the authorized ambit of the/each underlying client's investment strategy;
- (b) you have the appropriate regulatory authorization to trade on behalf of your underlying clients and have provided GGCC with evidence of your authority to trade on behalf of your underlying clients;
- (c) you will enter into transactions pursuant to the applicable investment management agreement as investment manager or responsible entity;
- (d) you will only deal in CFD transactions when the funds or other assets under your control are sufficient to meet your obligations; and
- (e) in the event of termination of your appointment as an investment manager or responsible entity, you are authorized to arrange for the closing out of all contracts entered on behalf of your clients as soon as possible prior to the date of such termination.

3. Fair Usage Principles

- 3.1. We may apply limits to your use of, or access to, the Trading Platform as we see fit in the circumstances.
- 3.2. GGCC may apply the limits referred to in 3.1 above and/or limits to your usage of the services we provide, for various reasons. This includes but is not limited to: if usage of the Trading Platform is not considered by us as appropriate, lawful or fair, if it affects (or may affect) other clients' use of the Trading Platform, or if it is significantly different from the usage that we would expect from you.
- 3.3. If GGCC decides to impose a limit on your use of, or access to the Trading Platform, we may, in our reasonable discretion, suspend, disable or terminate your Trading Platform access. We will not do so without giving you notice in accordance with clause 20 (except in limited circumstances where it is not reasonable to give

you such notice) and will only do so if it is reasonable in the circumstances.

- 3.4. To ensure that you are using the Trading Platform in accordance with the fair usage principles outlined in clause 3.2 above, GGCC will monitor your order-to-trade ratio. Each order, cancellation, or modification message entered by a client is treated as an 'Order' for the purposes of calculating this ratio.
- 3.5. Where transaction ratios are exceeded, GGCC will investigate the causes on a case-by-case basis and will contact you before taking any action (except in exceptional circumstances, such as in extreme adverse market conditions).

4. Segregated Accounts

4.1. You agree and acknowledge that:

- (a) All monies deposited by you with GGCC will be credited to the Trading Account and will be paid into a segregated client account established and maintained by GGCC if needed, and treated in accordance with applicable legal and regulatory requirements.
- (b) Segregation of your money does not protect you from the risk of loss.
- (c) Whilst your money is segregated from GGCC's money, it may be co-mingled with the money of other GGCC clients. These monies will be treated as the legal property of GGCC, subject to an obligation by GGCC to transfer the equivalent back to you in accordance your rights under this Client Agreement.
- (d) GGCC is entitled to retain any interest earned on any segregated client money it holds.

5. Sub Accounts

- 5.1. If you operate Sub Accounts and you open opposite Positions on different Sub Accounts, the Positions will not cancel each other out. You acknowledge that unless each Position is closed manually, all open Positions may be rolled over on a continuous basis and thereby continue to pay or receive the applicable Swap Charge on each Position.
- 5.2. If you have opened more than one Trading Account, Margin deposited on one Trading Account does not provide Margin coverage on the other Trading Account(s). You may therefore receive Margin Calls and stop-outs on one account despite having additional Margin available on other Sub Accounts.

However, if you have deposited money on one Sub Account, GGCC may, in its reasonable discretion, transfer money from one account to another (inter-account transfer), even if the transfer will necessitate the closing of trades on the Trading Account from which the transfer takes place. An example of when we might do this includes, but is not limited to, when a Sub Account's Equity is negative. You acknowledge, and agree not to hold us liable for, any losses incurred as a result of us exercising our discretion in accordance with this provision. Where Negative Balance Protection applies, we will utilize funds in your Sub Accounts before applying a credit in a Trading Account that is negative.

6. Risk Disclosure and Acknowledgements

6.1. You agree and acknowledge that:

- (a) You have received, read, understood and accepted the CFD risk disclosures provided in the Risk Disclosure Notice, PDS and this Client Agreement;
- (b) you have received, read and understood our FSG;
- (c) trading in CFDs is speculative and carries a high level of risk, including the risk of losing the entirety of your initial expenditure;
- (d) you do not own or have any rights to the Underlying Asset;
- (e) the effect of leverage is that both gains and losses are magnified;
- (f) you can lose more than you anticipate and/or what your stop loss or trading plan may indicate;
- (g) you understand that GGCC is not authorized to provide personal advice and will only provide general advice in relation to its products and services, even in circumstances where GGCC collects information relating to your trading history, financial situation or otherwise for the purposes of assessing your suitability to trade;
- (h) you will consider your objectives, financial situation and needs and obtain, at your own cost, any appropriate independent financial, taxation or legal advice which you deem necessary before deciding that CFDs are suitable for you and before opening a Trading Account;
- (i) you are willing and able to take the risk of trading CFDs which are high risk investments;
- (j) the performance and/or rate of return of CFDs or your Trading Account is not guaranteed by GGCC; and
- (k) it is your responsibility to ensure that you notify us of any changes to your contact details, including updating your LEI, where applicable. Any notice sent by us to your email address will be deemed to have been delivered at the time of sending.

7. General Client Acknowledgements

7.1. You agree and acknowledge that:

- (a) GGCC may utilize the execution services and platforms of third parties to provide the services detailed in this Client Agreement. GGCC will take reasonable steps to ensure that these third parties are appropriately licensed/authorized where applicable;
- (b) dealing in CFDs creates an obligation to make a cash adjustment in accordance with the terms of the relevant transaction;

- (c) all CFD transactions pursuant to this Client Agreement are at the discretion of GGCC. GGCC is entitled to take any action it considers reasonably necessary in its discretion to ensure compliance with the Operating Rules and all other applicable laws and regulatory guidance;
- (d) where more than one person is named as the holder of the Trading Account, the Trading Account will be established in your names as Joint Account holders. Joint Account holders are jointly (together) and severally (individually) liable under this Client Agreement;
- (e) GGCC acts as principal and Market Maker and quotes you bid and ask prices. These prices may not necessarily reflect those of GGCC's Liquidity Providers;
- (f) GGCC may hold Positions that are contrary to your Position resulting in a potential conflict of interest;
- (g) subject to applicable legal/regulatory requirements, GGCC's directors, employees and associates may deal on their own account;
- (h) **GGCC reserves the right, in its sole discretion and without explanation, to refuse to provide services in relation to CFDs (other than closing out existing open Positions) or to limit the number of open Positions or both. GGCC may, at its discretion, inform you of any refusal before, or as soon as practicable, after refusal;**
- (i) **where errors have occurred in price quotes provided, or in the pricing of transactions quoted by GGCC to you, GGCC reserves the right to not be bound by such a quote or transaction where GGCC is able to demonstrate to you that there was a Manifest Error at the time of the quote or transaction.** Where this occurs in relation to the initial purchase of a CFD, GGCC will not issue (or, if already issued, GGCC will cancel) the contract and refund you accordingly. Where this occurs in relation to a price quote for an existing Position, GGCC will reissue the price quote accordingly;
- (j) **unless in the event of Manifest Error, all determinations and calculations made by GGCC under this Client Agreement will be binding on you;**
- (k) unless we have agreed with you otherwise, your Trading Account will, by default, be set to immediate conversion of non-base currency balances standing on your Trading Account to your base currency. This means that, following a non-base currency transaction being closed, rolled over or expiring, the profits or losses from that transaction will be automatically converted to your base currency and posted to your Trading Account in that base currency. We will also, by default, automatically convert any non-base currency adjustments or charges (for example, funding charges or dividend adjustments) to your base currency, before such adjustments or charges are booked on your Trading Account and we will automatically convert any money received from you in a

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- non-base currency into your base currency;
- (l) there are risks associated with using an internet-based deal execution trading system which include, but are not limited to, the failure of hardware, software, and internet connection. Since GGCC does not control signal power, its reception or routing via internet, configuration of your equipment or reliability of connection, GGCC will not be liable to compensate you for any loss arising out of communication failures, distortions or delays when trading via the internet;
- (m) GGCC is entitled, in its reasonable opinion, to determine that an emergency or an exceptional market condition exists. Such conditions include but are not limited to: the suspension or closure of any Underlying Market or the abandonment or failure of any event to which GGCC relates its quote or the occurrence of an excessive movement in the level of any margin trade and/or Underlying Market or GGCC's reasonable anticipation of the occurrence of such a movement. In such cases GGCC may increase its Margin requirements, close any, or all, of your open margin trades, and/or suspend or modify the application of all or any of the terms, including but not limited to, altering the last time for trading a particular margin trade, to the extent that the condition makes it impossible or impracticable for GGCC to comply with the term in question.

8. Representatives and Services

- 8.1. GGCC seeks to act efficiently, honestly, and fairly at all times. GGCC will use reasonable endeavors to execute or arrange the execution of your instructions.
- 8.2. GGCC will arrange execution-only transactions in CFDs.
- 8.3. GGCC representatives are not permitted to provide personal advice to you. Any advice provided to you is general advice only, and does not take into account your objectives, financial situation, or needs.
- 8.4. Any transaction or market information or research provided by GGCC to you is provided as information only and does not constitute and cannot be relied upon as a recommendation to trade. **GGCC makes no representation, warranty or guarantee, and accepts no liability for the accuracy or completeness of any such information; you rely on it at your sole risk.**

9. Online Trading Facilities

- 9.1. GGCC agrees to grant you access to one or more electronic terminals, including terminal access through your internet browser, for the electronic transmission of orders to your Trading Account with GGCC.
- 9.2. GGCC will allow you to monitor the activity and Positions in your Account by providing the Trading Platform. The Trading Platform may be a proprietary service offered by GGCC or a third-party system.
- 9.3. Where the Trading Platform is provided by a third party, third party terms and conditions may apply which

GGCC may not necessarily have control over or be a party to. The onus is on you to ensure that you read and understand these terms and conditions.

- 9.4. GGCC makes no representations or warranties regarding any services provided by any third party.
- 9.5. You agree that you will not distribute the Trading Platform to any third party.
- 9.6. The Trading Platform may be used to transmit, receive, and confirm the execution of orders, subject to market conditions and applicable Operating Rules and laws and regulations.
- 9.7. Transactions are not confirmed until GGCC provides confirmation. The confirmation made available on the Trading Platform constitutes GGCC's confirmation of a contract.
- 9.8. It is your responsibility to prevent unauthorized access and use of the Trading Platform. You accept liability for all trades executed through your Trading Account.
- 9.9. You must use the Trading Platform as permitted in accordance with this Client Agreement, our policies and any applicable laws and regulations.
- 9.10. **GGCC reserves the right to change any of its policies or procedures at any time relating to the use of the Trading Platform.**
- 9.11. The Trading Platform may be available in several versions, which may have differences including, but not limited to the level of security, products, and services available. GGCC will not be liable in connection with you using a version different from the standard version with all available updates installed.
- 9.12. GGCC may offer real-time tradeable prices to you. Due to delayed transmission between you and GGCC the price offered may have changed before an order is received by us. If automatic order execution is offered to you, GGCC will be entitled to change the price on which your order is executed to the market value at the time which the order form was received.
- 9.13. **GGCC does not warrant that access to, or use of, the Trading Platform will be uninterrupted or error free, or that the service will meet any criteria with respect to its performance or quality. GGCC expressly disclaims all implied warranties, including, without limitation: warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.**
- 9.14. **You agree that under no circumstances, including negligence, will GGCC, its employees and/or service providers be liable for any direct, indirect, incidental, special or consequential damages including, without limitation, business interruption or loss of profits that may result from the use of, or inability to use, the Trading Platform, including any loss or damages arising as a result of the Trading Platform being unavailable.**
- 9.15. You agree that the use of the Trading Platform is at your risk, and you assume full responsibility for any losses resulting from the use of software and/or any other materials obtained via the online trading facility. You also

assume full responsibility for any losses resulting from the use of software and/or any other materials obtained by you via a third-party provider; including but not limited to Expert Advisors (EAs), other plugins, signal/trade alert providers and trade copiers. GGCC does not offer this software/material and accordingly does not provide technical support in relation to such use.

- 9.16. **GGCC and its service providers will not accept any form of liability, including for any loss or damage to you or to any other person, for:**
- (a) any inaccuracies, errors or delays or omissions of any data, information or message or transmission or delivery of any such data, information or message;
 - (b) non-performance;
 - (c) interruptions in data, information, or message transmission, due to any negligent act or omission, including any *force majeure* event or any other cause, whether or not within GGCC's control – this includes but is not limited to: floods, extraordinary weather conditions, earthquakes, acts of God, fire, war, riot, labour disputes, accidents, actions of any government, communications or power failure, equipment or software malfunction.
- 9.17. The use and storage of any information provided or made available to you using the Trading Platform is for your use and is your sole risk and responsibility.
- 9.18. You are responsible for providing and maintaining the communications equipment and telephone or alternative services required for accessing and using the Trading Platform, and for all communications service fees and charges you incur in accessing the Trading Platform.
- 9.19. You acknowledge that from time to time, and for any reason, the online trading facility may not be operational or otherwise available for your use due to servicing, hardware malfunction, software defect, service or transmission interruption or any other cause.
- 9.20. You acknowledge that you always have alternative arrangements in place, for the transmission and execution of orders, if for any reason, circumstances prevent the transmission and execution of all, or any portion of, your Orders through the Trading Platform. In the event of the Trading Platform not being operational, you agree that it is your responsibility to contact GGCC to make alternative Order entry arrangements. Such arrangements may be made by telephone, or as otherwise agreed.
- 9.21. You may not, under any circumstances, use the Trading Platform to do any of the following:
- (a) publish, post, distribute or disseminate defamatory, infringing, obscene, or other unlawful or offensive material;
 - (b) intercept or attempt to intercept any email correspondence;
 - (c) adversely affect its availability or its resources to other users;
 - (d) send correspondence electronically or otherwise to

other users for any purpose other than personal communication; or

- (e) act, or fail to act, in a manner which may result in the violation of any laws or regulations.

10. Authorizations and Instructions

General

- 10.1. GGCC does not engage in trading activities on behalf of clients. Henceforth We will not accept Orders or instructions through any other means, such as email, unless we have specifically agreed to do so.
- 10.2. GGCC agreeing to provide trading platform and limited services, you acknowledge that GGCC is not obliged to accept/implement such instructions and will not be liable to you or any other party should such instructions be unauthorized, forged or fraudulently given.
- 10.3. It is possible for a third party to place Orders on your behalf as an Authorized Person, provided that a written Power of Attorney has been received and accepted by us. GGCC is entitled to act upon instructions which are, or appear to be, from you or an Authorized Person. It is your sole responsibility to notify GGCC in writing if you wish to revoke the Power of Attorney.
- 10.4. Persons may also be appointed as Authorized Persons where they are an employee or director of a corporate entity via an Authorized Persons list. GGCC is under no obligation to accept any instruction that is not made by an Authorized Person or to enquire as to the identity of any person providing the instruction if it reasonably believes the person is an Authorized Person.
- 10.5. GGCC will not be liable for any act or omission as a result of an instruction which it reasonably believes has come from an Authorized Person or any person acting or purporting to act on your behalf who is not listed as an Authorized Person.
- 10.6. You will be responsible for all Orders, and for the accuracy of any information, sent via the internet or on the Trading Platform using your name, password or any other personal identification means implemented to identify you. You are therefore obliged to keep all passwords secret and ensure that third parties do not obtain access to your Trading Account.
- 10.7. **GGCC may, in its discretion refuse to act upon any Orders placed.**
- 10.8. If you hold a Joint Account, GGCC may act on instructions received from either Trading Account holder.

Online Trading Activity

- 10.9. GGCC operates without dealing desk and does not execute any orders or trades on behalf of clients. All transactions are automatically conducted based on the client's direct instructions, and GGCC or employee of GGCC does not assume any responsibility for the execution of trades beyond facilitating the transmission of the client orders.

Order or instructions will be only accepted through the designated trading platform. GGCC will not accept any order or instructions via alternative methods, including but not limited to email, phone, or any other communication channels, unless explicitly agreed upon in writing.

- 10.10. You acknowledge and warrant that you have received a password granting you access to the Trading Platform; are the sole owner of the password provided; and accept full responsibility for any transaction that may occur on an account opened, held, or accessed through the use of the password provided to you by GGCC, even if such use may be unauthorized or wrongful. You agree to accept full responsibility for the use of the Trading Platform, for any Orders transmitted through your Trading Account and for all communications and the accuracy of all information sent via the Trading Platform using your name, password, or any other personal identification means implemented to identify you.
- 10.11. You warrant and agree that any person who is in possession of any password is authorized by you, and you acknowledge that they will be responsible for any actions on your Trading Account associated with the use of your password. You agree to notify GGCC immediately should you become aware of any unauthorized use, loss or theft of your username, password or account numbers; or inaccurate information with respect to the content of statements, including cash balances, open Positions, or transaction history.

11. Trading transactions:

- 11.1. You may use the Trading Platform to view market price and execute trades. You acknowledge that a price quotation does not constitute an offer to enter into a new CFD transaction or close an existing CFD. It is your responsibility to trade independently on the trading platform.
- 11.2. The trading platform operates 24 hours a day five days a week, offering a different trading instrument. You may trade these instruments with your own risk.
- 11.3. GGCC is under no obligation to accept your request to enter into a CFD transaction. The trading platform may reject your order if your order if your trade account is not adequately funded or if the available funds are less than the required margin amount. The trading platform will notify you by rejecting the order if it determination that your order can't be accept.
- 11.4. **Deposit:** Your fund will be added to the trading platform once GGCC has confirmed the deposit. This process may take between 3 hours to 3 business working days, depending on intermediary banking processing time confirmation.
- 11.5. **Withdrawal:** All withdrawal requests from our trading platform will be processed within a timeframe of 3 hours to 3 business, contingent upon the available margin equity in your account. depending on intermediary banking processing time

Additionally, withdrawal times may vary based on the chosen method, and we reserve the right to hold funds or amend these terms as necessary.

- 11.6. **Trading confirmation:** You agree to review the terms of each trade confirmation for open or closed positions. In the absence of a manifest error, the confirmation will serve as conclusive evidence of the executed trade, unless you notify GGCC of any disputed details in the received confirmation.
- 11.7. **Restrictions on Buying or Hedging Positions:** The trading platform will not permit you to buy or hedge any positions if the available margin falls below the recommended levels.
- 11.8. **Pending orders execution:** pending orders will be executed if margin available and market reach on targeted price. You remain solely responsible for monitoring any pending Orders.
- 11.9. Prior to entering into a CFD transaction, you must ensure that there are enough funds in the Trading Account.
- 11.10. **Margin Call:** It is your responsibility to be aware of our Margin requirements and you agree to pay funds into your Trading Account to meet those requirements, at all times while your Position is open. If the money in your Trading Account is not enough to cover our Margin requirements, you must close your Position and/or transfer the necessary additional funds to your Account.
- Funding for Margin call:** It is your sole responsibility to ensure that you are aware of and meet any Margin Calls. To manage your open Positions and check for any Margin Calls, you are required to check your registered email and log onto the trading platform time to time. You are responsible for monitoring and managing your trade account at all times.

GGCC will not bear any liability whatsoever resulting from the failure to issue a trade confirmation. It is your responsibility to immediately notify GGCC if you do not receive a trade confirmation.

12. Execution of Orders

- 12.1. **Order Types:** The MT5 platform allows for various order types, including market orders, limit orders, and stop orders. Each order type is executed based on specific market conditions and client instructions.
- 12.2. **Market Execution:** When placing a market order, the execution will occur at the best available price at the time the order is received. However, the price at which the order is executed may differ from the price displayed at the time of order placement due to market fluctuations.
- 12.3. **Pending Orders:** Pending orders will be executed once the specified price level is reached, provided there is sufficient margin available. You remain responsible for monitoring the status of your pending orders.

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- 12.4. Trading platform / GGCC will send you with trading statements in registrar mail.
- 12.5. It is your sole responsibility to monitor and manage your open Positions and exposures, and to carefully check all transaction confirmations and statement documentation (whether received or accessed electronically or otherwise) and to bring any errors or omissions to the attention of GGCC within 24 hour of the date you receive such a statement. In the absence of such written objection within the period set out in this clause, the daily statements will be deemed correct in all respects.
- 12.6. Orders may be placed as Market Orders to buy or sell a CFD as soon as possible at the price obtainable in the market, or limit and stop orders to trade when the price reaches a predefined level, as applicable to the various CFDs offered. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the Order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are thus not guaranteed to be executable at the level or amount specified by you, unless explicitly stated otherwise by GGCC.
- 12.7. **GGCC may, in its discretion, execute a stop loss order in relation to any Contract where there are reasonable grounds to believe that subsequent price movements may be averse to you. GGCC will not be liable to you for any failure to exercise this discretion. A stop loss order is triggered when you have a Sell (Short) Position and the Contract is traded at or above the stop loss price; or when you have a Buy (Long) Position and the CFD is traded at or below the stop loss price.** Once a stop loss order is triggered or executed, it becomes a Market Order and GGCC will use its best endeavors to execute the Market Order.
- 12.8. The acceptance of a stop loss order is not a guarantee or representation by GGCC that the stop loss order can be executed at the stop loss price.
- 12.9. GGCC may, in its discretion, aggregate your Orders with its own orders or orders of associates and/or other clients. In addition, GGCC may split your Orders. Orders will generally be aggregated or split where GGCC reasonably believes it to be in your overall best interests, but you acknowledge that on some occasions the consequence of the aggregation or splitting may result in a less favorable price than your Order having been executed separately.
- (b) GGCC reserves the right to, whenever it deems appropriate, raise or lower Margin requirements, which may apply to existing Positions as well as to new Positions. A margin call occurs when the equity in your trading account drops below the required margin level for your open positions. This signifies that you need to deposit additional funds to sustain those positions. In all respects, time will be of the essence for all payment obligations;
- (c) Positions will be automatically closed by the system if your margin level falls below 30%. It is your responsibility to maintain your margin level at or above 30% at all times to avoid margin stop-out.
- (d) You are advised to regularly monitor your margin level and ensure that sufficient funds are added to your account as needed to maintain the required margin. Failure to do so may result in the automatic closure of your positions.
- (e) Margin Calls will be notified via the Trading Platform, and you are required to log in to the system regularly when you have open Positions to ensure you receive notification of any such Margin Calls. It is your sole responsibility to monitor and manage your open Positions and exposures, and ensure that Margin Calls are met as required;
- (f) **where you have not checked the Trading Platform for Margin Call notifications, and so have not met them in a timely manner, all margined Positions will be closed out by system automatically, without further reference to you;**
- (g) liability for a deposit or Margin arises at the time it is executed, irrespective of the time at which any call is made, and such liability is not limited to the amount, if any, deposited with GGCC;
- (h) a Margin Call will not be considered to have been met unless and until Funds have been received by GGCC in the nominated account (generally around 10AM on the following Business Day, but may vary according to the funding method used);
- (i) **should you fail to meet a Margin Call, GGCC may, without prejudice to any other rights or powers under this Client Agreement, and in its absolute discretion, close out, without notice, any or all of your over-the-counter CFDs or refuse any request by you to enter into any further Contracts;**
- (j) no credit will be extended directly or indirectly to you by GGCC, unless otherwise agreed in writing;
- (k) subject to you meeting all Margin obligations, GGCC may permit you to withdraw from its account any excess Net Free Equity.

13. Deposits and Margin

13.1. You agree and acknowledge that:

- (a) GGCC requires you to deposit margin Funds. The amount required by GGCC and the time at which it is required will be at the absolute discretion of GGCC;

14. Spot and CFDs

14.1. **You agree and acknowledge that with respect to pricing:**

- (a) Trading platform sets the price of the spot and CFD that you use to open and close a Position;
- (b) prices provided on the Trading Platform are subject to Liquidity;
- (c) GGCC may contribute its own (internal) Liquidity may alter the spread between the bid and ask price, and/or the Liquidity on market;
- (d) an Order may be rejected, partially executed, and/or executed based on a volume weighted average price; and
- (e) **in certain circumstances, the price we set may be different from the current market price of the Underlying Asset and/or another issuer of CFDs. In particular:**

- i. where out of hours trading is available, and we set the prices at which we are prepared to deal with you; and/or
- ii. if we cannot determine a price because trading in the Underlying Market/Asset is limited, suspended and/or a price cannot be determined by our Liquidity Provider(s), then the price will be the price:
 - o immediately preceding such limitation; and/or
 - o determined by us, in our sole discretion, acting reasonably, by having regard to the prevailing market conditions affecting trading.
- iii. To close out all or part of your open Position, limit the total value of the Position you can open, refuse an Order, or terminate the agreement between us if certain circumstances arise, including where we:
 - o **decide at our sole discretion, provided we give you prior written notice of such decision;** or
 - o consider it reasonably necessary for the protection of our rights under this Client Agreement. You do not have the power to direct us in the exercise of our discretions.

14.2. **You agree and acknowledge that with respect to financing costs:**

- (a) where a CFD contract is held at the close of the Trading Day, a charge or credit is made to each Position. These charges or credits are referred to as 'Swaps' in the Trading Platform but may sometimes be referred to as storage price, financing, rollover charges or credits. The PDS provides further information about Swaps;
- (b) Swaps are charged or credited in accordance with the type of the CFD traded, and if you are buying or selling that CFD;
- (c) Swaps are charged or credited to each individual trading Position, even if you have opposing Positions in the same

CFD on the same Trading Account;

- (d) multiple (3-day) Swap Charges or Credits apply on most CFDs (other than CFD futures) to account for deferred settlement of your Positions. The day in which a 3-day Swap applies is set out on the Trading Platform or can be provided to you by an GGCC representative or trading platform; and
- (e) Swap Charges and Credits also occur on public holidays, including when the Underlying Asset ceases to be quoted, or suspended from quotation, or subject to a trading halt.

14.3. **You agree and acknowledge that with respect to closing a spot and CFD transaction:**

14.4. **Execution of Closing Orders:** You may close your open positions at any time through the trading platform by placing a closing order. The execution will occur at the current market price or the specified price in the case of a pending order.

You agree and acknowledge that with respect to trade strategies and arbitrage practices:

- (a) you warrant that you will not engage an electronic device, own or suspicious software, algorithm, or any other trading strategy, arbitrage practice on, or otherwise use, the online trading facility which:
 - i. manipulates, takes advantage of a delay or creates an unfair advantage in the way GGCC constructs, provides, conveys or executes order prices; or
 - ii. contravenes any law, including any law against 'insider' dealing or 'market'; and
 - iii. you repeat this warranty for each Order transaction entered into, in accordance with this Client Agreement.

15. Limitation of Liability

GGCC WILL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY DELAY OR ERROR IN THE TRANSMISSION OR EXECUTION OF ANY TYPE OF TRADING UNDER THIS CLIENT AGREEMENT CAUSED BY YOU OR ANY OTHER THIRD PARTY, INCLUDING BUT NOT LIMITED.

15.1 BY OPENING LIVE TRADE ACCOUNT WITH US THAT MEAN YOU DECLARE YOU HAVE READ, UNDERSTOOD, AND ACCEPTED ALL THE TERMS AND CONDITIONS OUTLINED IN THIS CLIENT AGREEMENT.

15.2 You authorize GGCC to collect, use, store, or otherwise process any personal information for KYC and our business communication purpose. See our Privacy Policy for further information.

14.7. You acknowledge that our Privacy Policy may be updated from time to time. We will inform you of any material changes where we are required to do so by law. The current and applicable Privacy Policy will be made available on our website.