

Introducing Brokerage Agreement

658.IBA.v5.23.04.2018



One Financial Markets (DIFC) Ltd is a company registered in the Dubai International Financial and regulated by the Dubai Financial Services Authority.

One Financial Markets is the trading name of C B Financial Services Ltd, a company registered in England with company number 6050593.

C B Financial Services Ltd is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Sector Conduct Authority in South Africa (with foreign FSP number 45784).

IBA TERMS AND CONDITIONS

1. Introduction

1.1 One Financial Markets (DIFC) Ltd. (“OFMD”) is a company registered in the Dubai International Financial Centre (“DIFC”), in the United Arab Emirates, under company registration number C2355 and is regulated by the Dubai Financial Services Authority under a category four financial services license.

1.2 OFMD is a wholly owned subsidiary of C B Financial Services (Jersey) Ltd, (CBFS) a holding company and also sole shareholder of C B Financial Services Ltd, a company which operates under the trading name of One Financial Markets.

1.3 C B Financial Services Ltd t/a One Financial Markets is a company registered in England with company number 6050593, which is authorised and regulated by the Financial Conduct Authority in the UK (under firm reference number 466201) and the Financial Services Board in South Africa (with foreign FSP number 45784).

1.4 OFMD undertakes the business of arranging deals in investments for its Clients as set out in this Introducing Brokerage Agreement (“IBA”) exclusively by assisting its Clients in the application for a financial trading account with One Financial Markets and, if approved by One Financial Markets, providing technical support and assistance with the use of the One Financial Markets trading platforms.

1.5 The terms which will govern the relationship between you and One Financial Markets include:

- (i) the Terms and Conditions;
- (ii) the Risk Warning Notice;
- (iii) the Best Execution Policy;
- (iv) the application form; and
- (v) other specific terms and conditions relating to your trading activity as provided on the One Financial Markets website; collectively “Agreement”.

1.6 This IBA will come into effect when we receive your correctly completed application form and identification documents, and is subject to you providing OFMD with information requested at its absolute discretion, to enable OFMD to satisfy any and all obligations it may have under the legislation and regulations applicable in the DIFC for the prevention of money laundering, terrorist financing and other financial crimes. OFMD may be obliged to terminate this IBA if information requested to satisfy these obligations is not submitted or is insufficient.

1.7 This IBA is entered into to ensure compliance with the applicable legislation in DIFC and regulation set out by the Dubai Financial Services Authority (DFSA), for Clients of OFMD.

1.8 By signing this IBA, you warrant that you are acting on your own behalf and not on behalf of any third party.

2. Introducing Broker

2.1 OFMD is acting as distributor on behalf of One Financial Markets and seeks to enable clients to open financial trading accounts with One Financial Markets. OFMD only provides general information, technical support and assistance on the filing of account opening documents relating to the financial trading accounts offered by One Financial Markets to its clients. OFMD does not offer any trading accounts or execution services itself.

2.2 The Client enters into this IBA with the intention of having OFMD introduce the Client to One Financial Markets for the purpose of opening a financial trading account with One Financial Markets and if approved as a client by One Financial Markets, to provide ongoing technical support and assistance with the One Financial Markets trading platforms.

3. Instructions or orders

OFMD will not take or pass on any order instructions to One Financial Markets from its Clients. Clients can only give order instruction directly to One Financial Markets by using the means agreed between One Financial Markets and the client.

4. Investment Advice

4.1 OFMD may assist the Client in its investment activities by, upon request by the Client, supplying the Client with research and other information including details of investment opportunities, currency prices, business news, etc. Such information will be based on sources deemed reliable by OFMD but will not be prepared specifically for the Client. OFMD does not and will not provide investment advice or make any other investment recommendations based on the specific situation of any particular Client.

4.2 The Client is aware that investments of the type to be invested in, with or through, One Financial Markets involve risks. The Client expressly declares to have sufficient experience and understanding of the foreign exchange and contracts for difference markets, products and transactions to properly assess those risks. Where the Client does not fully understand a particular product or transaction, the Client should seek independent professional advice before purchasing such product or entering into such transaction. For the avoidance of doubt, OFMD will not provide such advice to Clients.

4.3 Other than as set out in paragraphs 4.1 and 4.2 above, OFMD does not and will not recommend specific financial products or services and will not give personalised investment advice. Therefore, OFMD will not (other than as described in section 5 below) consider suitability when providing a Client with market research or other information.

5. Suitability

5.1 OFMD will use the information provided by the Client to carry out a suitability assessment. Depending on the assessment, OFMD will refer the Client to One Financial Markets to open a trading account offered by One Financial Markets. OFMD will assist the Client in the completion of the corresponding account opening documentation under the One Financial Markets Agreement, as mentioned under 1.5 above, and will formally introduce the Client to One Financial Markets.

5.2 An introduction by OFMD does not automatically guarantee that One Financial Markets will accept the Client even if the Client is deemed suitable to open a trading account by OFMD.

5.3 The Client is aware that she/he must bear the economic risk of her/his investments and hereby represents and warrants that she/he has read, understood and signed the Retail Foreign Exchange Risk Disclosure attached to this IBA.

6. Client Classification

6.1 OFMD will treat its Clients as Retail Clients, granting Clients the higher degree of protection owed to a Retail Client under the DFSA rules and regulations.

6.3 The Client represents and warrants that all information that the Client has provided to OFMD in connection with this IBA, and the documents which are part of the One Financial Markets Agreement, is true and correct and no such information furnished (or to be furnished) by the Client contains (or will contain) any untrue statement. The Client undertakes to inform OFMD within [15] fifteen natural days of any material change to such information.

7. Fees and Charges

7.1 OFMD will not charge the Client directly for its services. However, OFMD will receive fees and commissions from One Financial Markets as remuneration for introducing the Client to One Financial Markets and continuous customer support after One Financial Markets has accepted her/him as their client.

7.2 Details of any fees and expenses charged by One Financial Markets for its services may be found in the agreements between the Client and One Financial Markets. The Client may access One Financial Markets' updated fees and costs on One Financial Markets' website: <http://www.onefinancialmarkets.com/>.

7.3 The Client is aware that OFMD will receive a commission from One Financial Markets based on the number of accounts introduced by OFMD to One Financial Markets and the amount of the investments made by Clients introduced by OFMD to One Financial Markets and the trading volumes generated from such Clients and possibly other criteria.

8. Conflict of Interest Policy

8.1 OFMD has a conflict of interest policy which is designed to ensure that potential conflicts of interest are identified and are dealt with in an appropriate manner.

8.2 A copy of OFMD's conflict of interest policy is available to the Client upon request.

9. Client Complaints

9.1 The Client may lodge a complaint at any time by calling OFMD's customer support desk at +971 4 453 1200 or in writing by postal delivery to our office address for the attention of: Customer Support Desk; or by email to our compliance team at: compliance@ofmarkets.com.

9.2 OFMD's complaints handling procedure aims to treat a client's complaint quickly, efficiently and to the client's reasonable satisfaction.

9.3 The Client may request a copy of OFMD's complaints handling procedure at any time by calling the number listed above or by written request to the email address listed above. This will be provided by OFMD free of charge.

10. Information and Communication Authorisation

10.1 OFMD hereby notifies the Client and the Client's affiliates, agents, officers and employees that, in the course of providing its services, OFMD may process information about the Client, officers and employees of the Client and the Client's affiliates and agents which may constitute personal data (including sensitive personal data) under the DIFC Data Protection Law 2007 (Data Protection Law) or under other applicable data protection laws (Personal Data). The Client undertakes to notify OFMD of any relevant changes to such Personal Data.

10.2 The Personal Data may be shared, for the purposes described below, with OFMD's affiliates and service providers and the service providers of OFMD's affiliates in any country in which OFMD or such affiliates or service providers conduct business. This may include some countries that do not provide the same statutory protection for Personal Data as applies under the Data Protection Law or under other data protection laws that apply to OFMD.

10.3 The Personal Data may be processed for purposes including: administering the relationship and related services; compliance with any requirement of law or regulation; and the prevention of crimes and malpractice. The Personal Data may be disclosed by OFMD and its affiliates and service providers and the service providers of its affiliates if permitted or compelled by applicable law, or in response to court orders, requests from regulators or requests from government or law enforcement agencies.

10.4 Individuals about whom OFMD processes Personal Data may request a copy of the Personal Data held in relation to them by OFMD. If any Personal Data is found to be wrong, the individual concerned has the right to ask OFMD to amend, update or delete it, as appropriate.

10.5 OFMD may contact the Client and its employees by mail, e-mail, SMS, telephone and any other electronic means to provide information on products and services that OFMD believes will be of interest, unless OFMD receives an objection to receiving such information. Anyone who does not wish to receive such communications should contact their usual contact at OFMD.

10.4 The Client hereby acknowledges and expressly agrees that upon One Financial Markets accepting the Client as a One Financial Markets client, online access to the Client's trading documents and to other data maintained by One Financial Markets will be granted to OFMD and certain of these documents and other data may be kept as electronic or physical copy by OFMD. The Client expressly acknowledges, understands and agrees that such data may be accessed in accordance with the Data Protection Law and other laws and regulations governing OFMD and its operations.

11. Telephone Recording

The Client hereby acknowledges and expressly agrees that OFMD may record telephone discussions with the Client or any third parties including representatives of the Client and that such recording will be kept by, and will be the sole property of, OFMD. Such records may also be made available to regulatory authorities, if requested and may also be used by OFMD and One Financial Markets in case of a legal dispute. The Client undertakes to make all reasonable efforts to inform every person who may use the Client's telephone system or who may contact OFMD on the Client's behalf that such telephone conversations may be recorded.

12. Disclosure of Client-related data

The Client hereby acknowledges and expressly agrees that all Personal Data related to the Client held by OFMD may be disclosed to the DFSA upon request and to other authorities when required by applicable laws, regulations or court order.

13. Amendments and Termination of this IBA

13.1 OFMD reserves the right to amend this IBA at any time. The Client shall be advised of such amendments, and they shall be deemed to have been approved by the Client if OFMD does not receive an objection to the proposed amendments within 30 calendar days of the notification.

13.2 The relationship between OFMD and the Client under this IBA may be terminated without penalty by either party giving written notice to the other party of such termination.

14. Applicable Law and Place of Jurisdiction

This IBA is governed by and shall be construed in accordance with the laws of the DIFC and the Client hereby expressly submits to the exclusive jurisdiction of the DIFC courts.