

ZOOE Securities Ltd. (Terms of Business)

1. Introduction

- 1.1. ZOOE Securities Ltd. is incorporated under the laws BVI Business Companies Act 2004 with Registration 2015794 having its Operating office at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands.
- 1.2. TERMS OF BUSINESS (herein the “terms”) sets out the terms and conditions for the provision of investment services under the I BVI Business Companies Act 2004 by ZOOE Securities Ltd. (herein the “Company”) to the Clients.

2. Acknowledgement

- 2.1. The client acknowledges that he/she read, understood and accepted the Terms of Business as amended from time to time, in addition to any information contained within the firm’s website available online at www.zooe.com .
- 2.2. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him a notice informing him whether he has been accepted as a customer of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its customer, and hence open an account for him or accept any money from him, until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been accepted as the Company’s Client.” you may also add "by accepting this Agreement, the client is consenting that if he is accepted by the Company as a Client their relationship will be governed by the terms and Conditions

of this Terms of Business and Account opening agreement as amended from time to time.

2.3. The client acknowledges that the Firm's official language is the English Language.

3. Scope of the Terms of Business

3.1. The Terms of Business govern all the actions that relate to the execution of the client's orders.

3.2. The Terms of Business are non-negotiable and overrides any other agreements, arrangements, express or implied statements made by ZOOE Markets unless the company, in its sole discretion, determines that the context requires otherwise.

4. Definitions and Interpretations

4.1. Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

"Account" means a personalized trading account of the Client with the Company;

"Account Detailed Report" shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

"Ask Price" means the price at which the Company is willing to sell a CFD;

"Authorized Person" means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account;

"Balance" means the sum of the Client Account after the last completed order and deposit/withdrawal operation made within any period of time;

"Best Execution Policy" means the Company's prevailing policy available at the Company's Website regarding best execution when executing client orders;

"Bid Price" means the price at which the Company is willing to buy a CFD;

"CFD Contract or CFD" means a contract which is a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset;

"Client" means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms;

"Collateral" means any securities or other assets deposited with the Company's Execution Venue;

“Company’s Website” means www.zooe.com or any other website that may be the Company’s website from time to time;

“Contract” means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client;

“Counterparties” shall mean banks and/or brokers through whom the Company may cover its transactions with Clients;

“Durable Medium” means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

“Margin” means the necessary guarantee funds to open positions and maintain Open Positions, as determined in the Spreads and Conditions Schedule;

“Margin Call” when the Margin posted in the margin account is below the minimum margin requirement, the Company issues a Margin Call and in this case the Client will have to either increase the Margin that he/she has deposited, or to close out his/her position(s). If the Client does not do any of the aforementioned, the Company shall have the right to close the positions of the Client;

“OTC” shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”;

“Principal” means the individual person or the legal entity which is a party to a transaction;

“Services” means the services to be provided by the Company to the Client construed by these Terms. Services is inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms;

“Spread” means the difference between the Ask Price and the Bid Price;

“Spreads and Conditions Schedule” means the schedule of spreads, charges, margin, interest and other rates which at any time may be applicable to the Services as

determined by the Company on a current basis. The Spreads and Conditions Schedule is available on the Company's Website and may be supplied to the Client on demand;

"Swap" shall mean the funds withdrawn or added to the Client's Account from rolling over (transfer) of an open position to the next day;

"Terms" mean these Terms of business governing all the actions that relate to the execution of your trades;

"Trade Confirmation" means a notification from the Company's trading platform to the Client confirming the Client's entry into a Contract;

"Trading Platform" means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

"Underlying Asset" means underlying asset is the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative's price is based.

5. Internet and Electronic Trading

- 5.1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company's control.
- 5.2. Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client's equipment or reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.
- 5.3. The Client is obliged to keep all login information secret and ensure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client's password even if such transactions were not executed by the Client.
- 5.4. Unless otherwise indicated or agreed any prices shown on the Company's Trading Platform

are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the order was placed. In the event that an erroneous price is used as the basis of any transaction the Company reserves the right to amend or revoke the details of the transaction(s) in question.

- 5.5. The limit order functionality of the Trading Platform will be subject to the Internet service remaining available over the period in which the limit order is outstanding, and will be subject to size limits input by the Company's dealer(s) remaining in excess of the Client's order size and such dealer's position limits and/or any other limits determined by the Company to be applicable to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.
- 5.6. The identification or use of any third party products, services or websites is not an endorsement by the Company of such services, products or websites. The Company accepts no responsibility or liability of any kind in respect of any materials on any website which is not under the Company's direct control.

6. Untrue Trades

- 6.1. The Company shall have the right to annul and/or reverse any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

7. Default

- 7.1. The Company reserves the right to retain, or make deductions from, any amounts which the Company owes, or is holding for the Client, if any amounts are due from the Client to the Company.
- 7.2. The Client hereby authorizes the Company, at the Company's discretion, at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner

any or all of the Client's assets and/or the proceeds from such assets which the Company has custody or control, in order to discharge all or any of the Client's obligations to the Company.

7.3. Each and any of the following events shall constitute an Event of Default if:

- (a) The Client fails to make any payment or fails to do any other act or thing required by these Terms;
- (b) The Client fails to remit funds necessary to enable the Company to take delivery under any Contract on the first due date;
- (c) The Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;
- (d) The Client dies or becomes of unsound mind or is declared absent.
- (e) An application is made in respect of the Client for an interim order or if a bankruptcy petition is presented in respect of the Client or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- (f) A petition is presented for the winding-up or administration of the Client;
- (g) An order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);
- (h) Any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within 7 seven days; or
- (i) Any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge;
- (j) Any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- (k) The Client fails to fully comply with any obligations within the text of these Terms or any Contract including failure to meet margin requirements;
- (l) Any of the representations or warranties given by the Client are, or become, untrue;

- (m) The Company or the Client is requested to close out a Contract (or any part of a Contract) by any regulatory agency or authority; or
- (n) The Company is obliged to so by operation of law.
- (o) The Company reasonably considers it necessary for its own protection.
- (p) There is reasonable suspicion that the Client involves the Company in any type of fraud or illegality.
- (q) The Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

7.4. Upon the existence of an Event of Default, the Company shall at its discretion be entitled to take any of the following actions

- (a) sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of the Company or call on any guarantee;
- (b) purchase any Security, investment or other property where this is, or is in the reasonable opinion of the Company likely to be, necessary in order for the Company to fulfill its obligations under any Contract; in this case the Client shall reimburse the Company, the full amount of the purchase price plus any associated costs and expenses;
- (c) deliver any Security investment or property to any third party, or otherwise take any action the Company considers being desirable in order to close out any Contract;
- (d) require the Client to immediately close out and settle a Contract in such manner as the Company may in its absolute discretion request;
- (e) enter into any foreign exchange transaction, at such rates and times as the Company may determine, in order to meet obligations incurred under a Contract; and
- (f) invoice back all or part of any assets standing to the debit or credit of any Account (this involves commuting Company's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Company in its absolute discretion) on the date invoicing back takes place).
- (g) terminate this Agreement without notice;

- (h) debit the Account(s) for the amounts which are due to the Company
 - (i) close any or all of the Accounts held with the Company;
 - (j) combine Client Accounts, consolidate the Balances in such Client Accounts and to set off those Balances
 - (k) refuse to open new Accounts for the Client
- 7.5. The Client hereby authorizes the Company to take all or any measures described in this Clause without notice to the Client and acknowledges that the Company shall not be responsible for any consequences of it taking any such steps, unless the Company has exercised gross negligence in connection herewith. The Client shall execute such documents and take such other action as the Company may request in order to protect the rights of the Company in accordance with these Terms or within the scope of any agreements between the Client and the Company.
- 7.6. If the Company exercises its rights to sell any Securities or property of the Client under this Clause, it will effect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any or all of the Client's obligations to the Company.
- 7.7. Without prejudice to the Company's other rights, the Company may, at any time and without notice, combine or consolidate all or any of the Accounts maintained by the Client with the Company and off-set any amounts owed to or by the Company in such manner as the Company may determine.

8. Advertising

- 8.1. When the Company is using or advertising or posting on its website or platform or otherwise to any third party's services, products or websites:
- (a) the Company will not be responsible for any such services, products or website material that is not under its control;
 - (b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of any related information or as to the tax or legal consequences of any related Transaction;

- (c) such is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- (d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- (e) the Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients.”

9. Refund and Cancellation

- 9.1. The Company reserves the right to cancel a Client’s request for withdrawal due to any of the following reasons:
- (a) when the Client has not provided full and/or correct withdrawal information while submitting his withdrawal request, the Company shall inform the Client that the reason for the cancellation is due to failure on his behalf to provide full and/or correct withdrawal information to the Company. The Company will ask the Client to resubmit his withdrawal request if he provides full and/or correct withdrawal information.
 - (b) if the Client submitted incorrect date of birth during the withdrawal request, the Company shall inform the Client of the reason for the cancellation and request from the Client to resubmit his withdrawal request.
 - (c) If the Client has selected incorrect withdrawal method, the Company shall inform the Client that the reason for the cancellation is the selection of incorrect withdrawal method. The Company will ask the Client to resubmit his withdrawal request using the correct withdrawal method.
 - (d) Funds cannot be refunded to an expired credit/debit card.
 - (e) In case a card that the Client used to deposit funds with the Company is cancelled/lost/stolen/ re-placed/do not support the foreign remittance refunds, the Client must inform the Company prior to submitting withdrawal request and provide

official letter from the Client's bank stating the same. It should be noted that all refunds are final and cannot be reverted.

- (f) In order for the Company to quote prices with the swiftness normally associated with speculative trading, the Company may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if the Company has acted in good faith when providing the price to the Client, the Company may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

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