



Lunaro Markets Limited

Retail Client Agreement

CLIENT AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is entered into on the date of the Account Opening Form.

BY AND BETWEEN:

Lunaro Markets Limited, a private limited company incorporated in Abu Dhabi Global Market (the "ADGM") , United Arab Emirates, bearing registration No.000005466 and having its registered office 1009, 10, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates (hereinafter referred to as "Lunaro" which expression shall, unless repugnant to the meaning and context thereof, be deemed to mean and include its permitted assigns, administrators and representatives) of ONE PART;

AND

Such Person(s), whose name(s) and address(es) is/are specified in the Account Opening Application for Lunaro (hereinafter referred to as the "Client", which expression shall, unless repugnant to the meaning and context thereof, be deemed to mean and include his/her/its permitted assigns, heirs, executors, successors and administrators) of the OTHER PART.

In this Agreement, unless the context otherwise requires, Lunaro and the Client may be referred to as "Party" individually and as "Parties" collectively.

WHEREAS

1. Lunaro is licensed as a category 2 Authorized Firm with the Financial Services Regulatory Authority ("FSRA") under FSP number 200034 and is permitted to conduct the following activities:
 - Dealing in Investments as Principal
 - Dealing in Investments as Agent
 - Arranging Deals in Investments
 - Arranging Custody
2. Lunaro is a wholly owned subsidiary of Asseta Holding Limited, a private limited company incorporated in ADGM, bearing registration No.15858 and having its registered office at 2462ResCowork01, 24th Floor, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates (hereinafter referred to as "Asseta" which expression shall, unless repugnant to the meaning and context thereof, be deemed to mean and include its permitted assigns, administrators and representatives).
3. Lunaro shall treat the Client as a Retail or Professional client for the purposes of the FSRA Rules on Client Classification. The Client shall have the right to request a different client classification. If the Client requests classification as Professional Client and Lunaro agrees to such classification

subject to meeting the Professional Client Classification criteria, Lunaro would no longer be required to provide certain protections granted to Retail under the FSRA Conduct of Business Rulebook (COBS). However, notwithstanding the aforesaid, Lunaro would endeavour to provide a service which is overall effective and commercially reasonable.

3. Lunaro shall be providing the Services as defined under clause 4 of this Agreement.
4. The Client has satisfied itself that Lunaro possesses the requisite level of knowledge and competence to provide the Services.
5. The Client now wishes to engage Lunaro for availing the Services as a Retail Client.
6. This Agreement, its Schedules, the Account Opening Application, Fee Schedule and any Client Information shared by the Client with Lunaro establishes the relationship between the Client and Lunaro and sets out the terms and conditions that govern each Transaction entered between the Parties.
7. The Parties have full power, competency, legal capacity and authority to execute, deliver and perform this Agreement and have taken all necessary permissions, consents etc. to authorize the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Definitions and Interpretation:

1.1 Definitions:

In this Agreement, unless repugnant to or inconsistent with the context or meaning thereof, the following terms, when capitalised shall have the meaning assigned herein or as defined under the Applicable Regulations. When not capitalised, such words shall be attributed their ordinary meaning:

- 1.1.1 "Access Codes"** shall mean all Lunaro identification codes, activation codes, PINs, digital keys and/or digital signatures, as may be issued or prescribed by Lunaro from time to time, with the applicable password details agreed between the Client and Lunaro that are used to identify the Client whenever the Client uses Electronic Services.
- 1.1.2 ADGM"** is the Abu Dhabi Global Market.
- 1.1.3 "Applicable Regulations"** mean, the regulations and rules of the ADGM and FSRA and to the extent applicable all laws, rules, procedures, guidance and regulations (including, without limitation, accounting rules and anti-money laundering/sanctions legislation) in the UAE.

- 1.1.4 "**Associate**" means an undertaking in the same group as Lunaro, a representative appointed by Lunaro, or any other person with whom Lunaro has a relationship that might reasonably be expected to give rise to a community of interest between Lunaro and them.
- 1.1.5 "**Business Day**" means a day which is not a Saturday or a Sunday and upon which banks are open for business in the UAE and the relevant exchange (s) is open for business worldwide.
- 1.1.6 "**Business Hours**" means the times during a Business Day when Lunaro and/or its office (as applicable) will accept Instructions from the Client and/or execute or process Transactions on behalf of the Client.
- 1.1.7 "**Client Information**" shall mean all records and information provided by the Client to Lunaro including, without limitation, the information provided for a Suitability Assessment, if any.
- 1.1.8 "**Client Money Rules**" shall refer to the relevant provisions in the Conduct of Business Rulebook as may be amended from time to time.
- 1.1.9 "**Commission**" is payable to Lunaro by the Client and is calculated as a percentage of the notional value of the opening or closing Transaction (as applicable) or as an amount per equivalent product or Instruments traded on the underlying market or as per any other basis agreed between the Client and Lunaro writing.
- 1.1.10 "**Electronic Services**" means an internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system which includes the Website, computer, telephone, online banking, e-commerce services, mobile telephone, wireless data networks, electronic mail, mobile devices or personal digital assistant or other devices linked to Lunaro electronic system by any means (among other things).
- 1.1.11 "**Event of Default**" means any of the events of default set out under clause 16.1.
- 1.1.12 "**Execution-only Transaction**" shall mean a Transaction only executed by Lunaro on the Client's Instructions with no investment advice.
- 1.1.13 "**Fees**" shall mean fees as stipulated in clause 7 read with the Brokerage Fees, Spreads, Commissions, Charges Acceptance Agreement as maybe applicable.
- 1.1.14 "**FSRA**" is the Financial Services Regulatory Authority.

- 1.1.15 "FSRA Rules"** the rules promulgated by the Financial Services Regulatory Authority as may be amended from time to time.
- 1.1.16 "Instruction"** shall mean any instruction given by the Client in writing or through secured electronic media in the prescribed format to Lunaro in connection with the Services in accordance with the terms of this Agreement.
- 1.1.17 "Loss" and "Losses"** shall mean any and all losses (including any consequential loss, loss of profit, goodwill and any loss of investment opportunity), damages, costs, charges, disbursements, expenses, liabilities, obligations, penalties, claims, demands, actions, proceedings, judgments or suits of whatsoever nature and howsoever arising (including legal fees on a full indemnity basis and any goods and services tax or other taxes or duties thereon), the cost of funding and loss or cost incurred as a result of the terminating, liquidating or re-establishing of any hedge or related trading position for any other reason whatsoever.
- 1.1.18 "Market"** means any regulated market, clearing house, central clearing counterparty or multilateral trading facility (as such terms are defined in the FSRA Rules).
- 1.1.19 "Netting Transactions"** means a Transaction which is intended to be subject to clause 16.2 (Netting) and for such purposes is identified as a "Netting Transaction".
- 1.1.20 "Obligations"** means obligations present or future, actual, contingent, or prospective, owing or which may become owing by the Client to Lunaro under any Transaction or designated by Lunaro for these "Rules" means articles, rules, regulations, procedures, guidance and customs, as in force from time to time.
- 1.1.21 "Secured Obligations"** mean all Obligations owing by the Client to Lunaro after the application of any rights of set-off arising under this Agreement or by operation of law.
- 1.1.22 "System"** means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable the Client to use an Electronic Service;
- 1.1.23 "Services"** shall include those set out in clause 4 and shall include the Order Taking and Execution services provided by Lunaro to the Client from time to time.
- 1.1.24 "Suitability Assessment"** shall mean the suitability assessment undertaken by Lunaro which sets out the Client's financial circumstances, needs and investment objectives (as amended or updated from time to time) skills, experience, knowledge, financial resources

and risk tolerance, such that Lunaro may reasonably conclude that the Client has: (a) adequate knowledge, experience and skill enabling him/her/it to understand the potential risk of loss involved in investing in the Asset Classes; and (b) liquid financial resources sufficient to absorb potential losses resulting from trading in the Asset Classes.

To gain such understanding, Lunaro will consider the trading history of the Client, including the volume of that trading, as well as any relevant professional qualifications the Client might have. Lunaro shall also seek information concerning the liquid financial resources of the Client, which will enable them to absorb losses which may result from trading in the Asset Classes, including whether the Client may be able to absorb losses arising from their contemplated investments without needing to resort to credit facilities; The Suitability Assessment shall be reassessed by Lunaro : (a) on an annual basis; or (b) where there is any material change in the financial situation or risk tolerance of the Client, if that change occurs prior to the annual reassessment.

1.1.25 "Transaction" means any transaction entered into pursuant to this Agreement, and includes:

- 1.1.25.1** a contract made on a Market or pursuant to the rules of a Market;
- 1.1.25.2** contract which is subject to the rules of a Market;
- 1.1.25.3** a contract which would (but for its term to maturity only) be a contract made on, or subject to the rules of a Market and which, at the appropriate time, is to be submitted for clearing as a contract made on, or subject to the rules of a Market;
- 1.1.25.4** if either sub – clauses 1.1.25.1, 1.1.25.2 and 1.1.25.3 above are in relation to a future, option, contract for differences, spot or a forward contract of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof;
- 1.1.25.5** a transaction which is matched with any transaction within sub-clauses 1.1.25.1, 1.1.25.2 and 1.1.25.3 of this definition; or
- 1.1.25.6** any other transaction which the Parties agree, to be a Transaction.

1.1.26 "Website" means www.lunaro.com

1.2 Interpretation: The following rules shall apply in the interpretation of this Agreement:

- 1.2.1** The singular shall include the plural, and the plural shall include the singular;
- 1.2.2** The headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;
- 1.2.3** A reference to any Person includes its legal successors and permitted assigns;

- 1.2.4** References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification);
- 1.2.5** A reference to "hereof", "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any part of this Agreement;
- 1.2.6** Words and expressions not defined herein shall have the same meaning respectively assigned to them wherever used in this Agreement.

2. Appointment:

In accordance with the Applicable Regulations, the Client hereby appoints, entirely at his/her/its risk, Lunaro to provide the Services in accordance with the terms and conditions stipulated under this Agreement.

2.1 Prior to appointment, Lunaro shall:

- 2.1.1** provide information about any product or other restrictions applying to Lunaro in the provision of its services and how such restrictions impact the service offered by Lunaro or if there are no such restrictions, a statement to that effect;
- 2.1.2** ensure that the information Lunaro provides is fair, clear and not misleading;
- 2.1.3** identify the Client's investment goals and objectives;
- 2.1.4** based on the information provided by the Client, and in accordance with the applicable rules as amended from time to time, Lunaro will conduct the appropriate risk profiling tests to assess the Client's risk profile including risk aversion and make a Suitability Assessment of whether the Client has sufficient knowledge and/or experience to understand the risks associated with trading in the Asset Classes. The opening of the Client's account will be subject to the outcome of this assessment.

2.2 Following receipt of the Account Opening Application, Lunaro will use the information provided to conduct further enquiries about the Client as Lunaro may deem necessary or appropriate in the circumstances for Lunaro to assess and determine the appropriateness of the Client. These enquiries include, but are not limited to, verifying the Client's identity information, obtaining references from third party database lists, other financial institutions, credit bureaus or the Client's employer. The Client understands and agrees that such enquiries can be conducted at any stage of the relationship with Lunaro, and Lunaro expects the Client to assist Lunaro Limited with any additional information, as failure to do so would lead to termination of the relationship between the Client and Lunaro in accordance with the terms of the Agreement.

- 2.3** Lunaro will confirm receipt of the Client's application to open an account via e-mail or through our website (www.lunaro.com). The trading account will be activated, subject to satisfaction with the Client Information and Suitability Assessment undertaken, after which Lunaro will provide the Client with Access Codes for the trading account. The Client is required to keep this information confidential and not to share it with third parties.
- 2.4** Upon appointment by the Client, Lunaro shall:
- 2.4.1** act in accordance with the Client's best interests;
 - 2.4.2** provide relevant information to the Client before providing the Services;
 - 2.4.3** not give or receive inducements;
 - 2.4.4** endeavour to achieve best execution in respect of the Client's orders;
 - 2.4.5** execute orders subject to other constraints as regards timing and handling relative to other Client's orders;
 - 2.4.6** ensure that information provided is fair, clear and not misleading;
 - 2.4.7** provide reports and confirmations on potential and current investments.
 - 2.4.8** identify the Client's investment goals and objectives, conduct appropriate risk profiling tests to assess the Client's risk profile, including their risk profile and risk aversion;
 - 2.4.9** maintain records of client-wise Know Your Client("KYC"), risk assessment, Suitability Assessment, client agreement, related books of accounts and a register containing a list of clients; and
 - 2.4.10** abide by the Lunaro Code of Conduct.
- 2.5** The Client agrees and acknowledges that he/she is responsible for keeping Lunaro informed about any change that could affect the Client's classification as a Retail client.

3. Commencement and Validity:

This Agreement shall commence on the date of execution by the Parties and is valid unless terminated in accordance with the provisions of this Agreement.

4. Services to be provided by Lunaro:

- 4.1** Lunaro hereby agrees to provide Services (as described hereinafter) as a matched principal and agent to the Client and the Client hereby agrees to avail of the Services in terms of this Agreement. This Agreement supersedes any prior written or oral understanding between the Parties regarding the Services;
- 4.2** Lunaro provides, Execution-only Services (on a non-advisory basis) for the purpose of trading and does not advise on the merits of a particular Transaction. Lunaro does not provide any recommendation. The Client understands that it shall assess the suitability prior to entering a trade, and shall not rely on any opinion, material or analysis provided by Lunaro or any of

Lunaro Associates, affiliates, employees, or other related parties as being advice or recommendation. If the Client is unsure whether it should proceed with this Agreement, the Client may seek independent advice.

- 4.3** Subject to the Client fulfilling its obligation under this Agreement, the Parties may enter Transactions for the following asset classes:
- 4.3.1** Options, Futures, Contracts for Difference (CFDs) or similar asset classes pertaining to indices, rolling spot forex, commodities, currencies, base and precious metals;
 - 4.3.2** Such other products as may be permitted.
- 4.4** Lunaro may produce and distribute market news for informational and educational purposes only. Such material does not constitute investment advice, a personal recommendation or investment research and should not be construed as a suggestion to buy, sell or hold any financial instrument. Clients should seek independent financial advice before making any investment decision.
- 4.5** Lunaro will only provide the Client with Services in accordance with Lunaro policies and procedures in conformity with legal and regulatory requirements. There can be instances where Lunaro will not be able to provide the Client with a reason for refusing to provide the Services, where in doing so would be in breach of law. Such instances include (i) where Lunaro reasonably believes that the Client is abusing any of Lunaro offerings (e.g. where the Client is involved in latency abuse, insider trading or abusing any of the Services provided by Lunaro), (ii) where there is a regulatory justification for doing so, or (iii) where the Client has been using inappropriate/ defamatory language, (iv) where Lunaro internal risk limits no longer permit the acceptance of any further orders on specific instrument(s), except for closing already open trades; please refer to the 'Order Execution Policy' available on the [Website](#), for further details.
- 4.6** Lunaro does not provide any legal, accounting, estate, actuary, or tax advice or prepare any legal, accounting or tax documents. Nothing in this Agreement shall be construed as providing such services. The Client will rely on his/her/its tax attorney or accountant for tax advice or tax preparation and Lunaro is entitled to assume and to rely on the assumption that the Client has obtained independent legal, tax advice in relation to all, Transactions and Services. The Client represents that he/she has been solely responsible for making his/her own independent appraisal and investigations into the risks of the Transaction. The Client represents that he/she has sufficient knowledge, market sophistication, professional advice and experience to make its own evaluation of the merits and risks of any Transaction. Lunaro does not give the Client any warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

4.7 Lunaro reserves the right to appoint agents, representatives, service providers and other persons for the performance of the Services contained in this Agreement, without the prior written approval of the Client. Lunaro will not be responsible for the services provided by these providers.

4.8 Incidental information:

4.8.1 Where does Lunaro provide market commentary or other information:

4.8.1.1 this is incidental to the Client dealing relationship with Lunaro. It is provided solely to enable the Client to make his/her/ its own investment decisions and does not amount to advice;

4.8.1.2 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 it will not pass it on to any such restricted person or restricted category of persons;

4.8.1.3 Lunaro gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction.

4.9 The Client accepts that prior to dispatch of any information or research, Lunaro may have acted upon it themselves or made use of the information on which it is based. Lunaro does not make representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information at the same time as other clients. The Client should not assume that it/he/she will be offered any or all of the products. Any product offering is dependent on Lunaro internal policies, and such other factors and considerations as may be determined as relevant.

5. Client Instructions:

5.1 The Client may give Lunaro Instructions while this Agreement is in effect. Lunaro is authorized to execute all Instructions given by the Client if such Instructions are made in accordance with this Agreement and any applicable documentation and any terms and conditions contained herein applicable to the portfolio, Transactions and/or financial products and Services to which the Instructions relate. Such Instructions may be given by the Client or the Authorized Signatories either in person, in writing, by electronic mail ("email") from the Client's email address (as specified in the applicable documentation or as otherwise notified by the

Client to Lunaro from time to time). All Instructions must be received by Lunaro or its authorized persons at Lunaro's designated address, email ID and telephone numbers and/or other authorized channels of communication as Lunaro may designate from time to time during the Business Hours on a Business Day. Lunaro will not be obliged under any circumstances to take any action in connection with any Instructions if Lunaro determines, in its discretion, that it would not be able to carry out those Instructions within the same Business Day. All Instructions relating to financial products traded on an exchange or market received outside of Business Hours will be deemed to have been received the next Business Day. Once Instructions are accepted by Lunaro, those Instructions shall be binding on the Client save to the extent revoked in accordance with this Agreement.

- 5.2** Lunaro will not be liable to the Client for any Loss by reason of delay or failure to receive Instructions.
- 5.3** The Client may revoke Instructions given to Lunaro, however, Lunaro will not be liable if it has implemented the initial Instructions before:
- 5.3.1** receiving and implementing the revocatory Instructions or;
 - 5.3.2** revocation of this Agreement or relevant agreement between Lunaro and/or its Office and the Client by termination or operation of the Applicable Regulations.

6. Risks:

- 6.1** The Client acknowledges and understands that trading and investing in securities, derivatives, CFDs, leveraged products and other financial instruments involves a high degree of risk and may not be suitable for all investors. The Client may sustain partial or total loss of funds and, in certain market conditions, losses may occur rapidly.
- 6.2** The value of investments and the income derived from them may fluctuate and past performance is not indicative of future performance. Lunaro does not guarantee the performance of any investment, Transaction, portfolio, interest payment, dividend, corporate action, profit or return.
- 6.3** The Client acknowledges that market conditions, including volatility, liquidity constraints, market disruptions, technological failures, pricing errors, delays, system interruptions and external events may adversely affect the execution, value or outcome of Transactions.
- 6.4** Where the Client holds an open position in an index CFD or share CFD beyond the ex-dividend date of the relevant underlying instrument or index constituent, Lunaro may make a cash adjustment to the Client's Account to reflect the economic effect of the relevant dividend or corporate action.
- 6.5** Where the Client holds a long position, the Client's Account may be credited. Where the Client holds a short position, the Client's Account may be debited. Any such adjustment may consider market conditions, applicable withholding taxes and adjustments received from liquidity providers or counterparties.

- 6.6** Lunaro does not guarantee that any adjustment will correspond exactly to the value or timing of the relevant dividend or corporate action.
- 6.7** The Client acknowledges that the risks disclosed in this Agreement are not exhaustive and are intended to provide a general indication only of the risks associated with investing and trading in financial instruments. Additional risks and uncertainties may arise depending on market conditions, the nature of the Transaction and the relevant financial instrument.
- 6.8** The Client acknowledges and agrees that all investment and trading decisions are made based on the Client's own judgment, financial circumstances, investment objectives and risk tolerance.
- 6.9** Unless expressly agreed otherwise in writing, Lunaro provides execution-only services and does not provide investment advice or personal recommendations. The Client remains solely responsible for assessing the suitability and appropriateness of any Transaction.
- 6.10** Subject to Applicable Regulations and except in the case of Lunaro's fraud, wilful default, gross negligence or any liability which cannot lawfully be excluded or restricted, Lunaro shall not be liable for any Loss arising from market movements, investment performance, market disruption or any investment or trading decision made by the Client.
- 6.11** Nothing in this Clause shall exclude or limit any duty or obligation owed by Lunaro to the Client under Applicable Regulations.

7. Brokerage Fees, Spreads, Commissions, Charges and Other Costs:

7.1 Trade Related Fees:

The Client agrees to pay Fees, Commission, Charges and Other Costs ("Trade Related Fees") as may be determined by Lunaro and hosted on the Website, unless the Client has agreed to the terms and conditions set out under the Brokerage Fees, Spreads, Commissions, Charges Acceptance Agreement and as maybe updated by Lunaro. The Trade Related Fees will be included as a markup, mark-down and/or bid/ask spread of instruments dependent on the Client's 'buy' or 'sell' activity through the System. The Trade Related Fees may be applied to the Client's account on a per trade basis or on an adhoc basis as determined and intimated to the Client from time to time. The Client understands that such Trade Related Fees are dependent on the System, market conditions and currency fluctuations and vary on a daily and continuous basis.

7.2 Miscellaneous Fees:

- 7.2.1 Market Data:** The Client agrees to pay for market data provided by Lunaro through its relevant third-party service provider, as per the applicable service provider's charges from time to time.

7.2.2 Dormant Account: If there is no trading activity in the Client's account(s) for a period of twelve (12) months, Lunaro may classify the relevant account(s) as dormant, irrespective of whether the Client has previously notified Lunaro of the inactivity. A Client account shall be deemed dormant from the last day of the twelfth month during which no trading activity has occurred on the account. Prior to classifying an account as dormant, Lunaro shall use reasonable efforts to contact the Client using the latest contact details provided by the Client and notify the Client of the impending dormant status of the account.

7.2.2.1 Dormant accounts may be closed where there has been no activity for further period of twelve (12) months from the date of on which the account became dormant, or upon the request of the Client or with the approval of the MLRO and/or the Senior Executive Officer, as applicable.

7.2.2.2 Any administrative fees or charges applied to dormant accounts shall be fair, reasonable and proportionate to the administrative costs incurred by Lunaro in maintaining the dormant account and shall always be applied in accordance with the Applicable Regulations and Client Money Rules. Nothing in this clause shall permit Lunaro to appropriate or otherwise treat Retail Client money inconsistently with the Client Money Rules or Applicable Regulations.

7.3 Lunaro will be reimbursed for costs and expenses incurred in providing the Services including but not limited to incidental banking related fees for wire transfers, deposits, withdrawals, refunds, bounced cheques, phone order fees, transfer fees, taxes and Transaction-related expenses incurred by Lunaro for the execution of Transactions in the Client's Account.

7.4 Independent of the above clauses, Lunaro will be entitled to demand that the client pay the following expenses with or without notice: (i) all extraordinary disbursements resulting from the client relationship (e.g. telephone, telefax, courier, and postal expenses in cases where the client requests hard copy confirmations, physical statements); (ii) any expenses caused by the Client's non-performance of the obligations under the terms of this Agreement including but not limited to a fee reasonably determined by Lunaro in relation to forwarding of reminders, legal assistance and (iii) any other administration fees in connection with the client trading activity. The expenses will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed in house by Lunaro. The methods of calculation may be combined. Lunaro reserves the right to introduce new Fees.

7.5 Fees payable includes taxes, government costs or other charges imposed by a Market or any clearing organization, fines imposed by any competent authority where attributable to the Client's conduct, applicable spreads, Commissions and swaps.

- 7.6** It is the Client's responsibility to ask for further clarifications should the Client require so. Any applicable charges shall be deducted from the Client's Account(s).
- 7.7 Client Account Funding:** The Client shall remit the funds to the Client Account in the currency specified by Lunaro at simultaneous with its instructions to Lunaro for execution of the trade. Lunaro shall not be liable for non-execution of instructions if the funds are received later than 18:00 hours. Instructions for funds received later than 18:00 shall be executed the next Business Day. Remittance of funds shall be made by the Client without any deduction or withholding.
- 7.8** Subject to available balance in the Client Account, a Client may request for withdrawal of funds before 13.30 on a Business Day. A request for withdrawal of funds received after 13.30 on a Business Day will be processed the next working day.
- 7.9 Interest:** The default interest shall be calculated daily whenever Client account shows a deficit in any currency at the close of business day. The default interest rate will be 5.5% calculated daily in the agreed currency. The Clients positive balances in currencies with negative interest rate curve, would draw a charge @ 1% calculated on a daily basis.
- 7.10 Margin Calls:**
- 7.10.1** A Margin Call occurs when the Account's equity is about to drop below the margin requirement needed to maintain open Transaction(s). The equity-to-margin ratio level triggering Margin Call. Lunaro reserves the right to change the Margin Call level at any time and at its own discretion. The continued drop in the equity-to-margin ratio after triggering Margin Call may lead to a Stop-out. The Client shall be obliged to constantly monitor the amount of the required Margin and the amount of additional funds that must be kept on the relevant Account in respect of open trades held by the Client from time to time and shall ensure that the Margin deposit is maintained at all times by making payments or deposits of the required additional margin deposits from time to time, in such amount, form and time frame as maybe determined by Lunaro at its sole and absolute discretion to provide security for the margin funding facilities.
- 7.10.2** If the Client fails to maintain the Margin (as determined and required by Lunaro from time to time) or if Lunaro decides (at its sole and absolute discretion) to terminate the Margin Financing Facilities, Lunaro may, without any prior notice, demand, sell, realise, liquidate, redeem, or dispose of such securities in the Client's Securities Account or any part thereof, at the relevant market or by private contract with any third party(ies), upon such terms that Lunaro deems appropriate (at its sole and absolute discretion), free from

claims, trusts and rights of redemption of the Client and any other equitable rights of the Client. The Client shall not have any claim or right in respect of any loss which may be sustained by the Client in relation to any of Lunaro actions to sell, realise, liquidate, redeem, or dispose of such securities in the Client's Securities Account, regardless of lack of prior notice or the timing of such actions. The Client agrees to promptly and fully indemnify Lunaro and its employees, officers, representatives and agents for any loss, expenses, costs or liabilities and expenses which may be incurred by Lunaro (including but not limited to legal fees on a full indemnity basis), arising from or relating to any breach by the Client of the Client's obligations. The Client undertakes and agrees as follows:

7.10.3 If the Client fails or is expected to fail to meet the amounts required to secure his/her open trades:

7.10.3.1 Lunaro may demand that the client shall deposit such sums as required ("Margin Call") and/or

7.10.3.2 in case the Client fails to meet such Margin Call, Lunaro may close out the Client's open position(s). The Client acknowledges and agrees that this may result in a Transaction being closed out at a less favorable time or rate than might otherwise be the case and Lunaro shall not have any liability to the Client as a result of it closing out any Transaction in such circumstances.

7.10.4 The Client agrees and acknowledges that whilst Lunaro may inform the Client from time to time of a Margin Call, Lunaro has no obligation to do so. It is the Client's responsibility to monitor the Client Account and ensure that the Client maintains sufficient equity to meet the Client's Margin requirements at all times.

7.11 Base Currency: For the purposes of any calculation hereunder, Lunaro may convert amounts denominated in any currency into such other currency as Lunaro may from time to time specify, at such rate prevailing at the time of the calculation as Lunaro shall reasonably select.

7.12 Remuneration and sharing of charges: Lunaro may receive remuneration from or share Charges with an Associate or other third party in connection with Transactions carried out on the Client's behalf.

7.13 Conflicts: In the event of any conflict between the terms of this Agreement and the information available on the Website, the terms of this Agreement will prevail. In the event of any conflict between the terms of this Agreement and the terms of any other documentation that has been signed between the Parties, the terms of this Agreement, shall prevail.

7.14 Communication with Lunaro: The Client may communicate with Lunaro in writing, by email to cs@lunaro.com or other electronic means, The language of communication shall be English, and the Client will receive documents and other information from Lunaro in English. The

Website contains further details about Lunaro and Lunaro Services, and other information relevant to this Agreement.

8. Representations, Warranties and Covenants:

8.1 Lunaro represents, warrants and covenants, to the Client as under:

- 8.1.1** It is a company duly organized, validly existing and in good standing under the Applicable Regulations.
- 8.1.2** In the performance of its Services under this Agreement, it undertakes to provide the Services on a timely and best effort basis, ensuring transparency and proactive information towards the Client and with due exercise of prudent judgment, due care and diligence which can be commonly expected from a professional service provider in the same industry.
- 8.1.3** It has the legal right, power and authority to enter into this Agreement, and shall deliver and perform its obligations under this Agreement.
- 8.1.4** It has obtained consents, applicable licences, authorizations, and permissions as may be required for the purpose of executing this Agreement and performing its obligations hereunder.
- 8.1.5** It has registered with the FSRA and has capital adequacy prescribed for a body corporate under the Applicable Regulations.
- 8.1.6** It represents that its directors, principal officers and persons associated with the Services are fit and proper persons based on the criteria as specified in the Applicable Regulations and they will continue to satisfy the fit and proper criteria as stipulated under Applicable Regulations during the term of this Agreement.
- 8.1.7** It shall endeavor to obtain the necessary renewals of necessary certificate(s) from the FSRA for uninterrupted delivery of services.
- 8.1.8** That there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against Lunaro which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.

- 8.1.9** That it shall not manage funds, assets, securities and/or investment products on behalf of the Client and Lunaro shall only receive such sums of monies from the Client as are necessary to discharge the Client's liability towards Fees owed to Lunaro.
- 8.1.10** That it does not guarantee as to the performance or profitability of the investments or any part of it or as to the achievement of any specific or general results in respect of the investments made by the Client pursuant to the investment services provided to the Client under this Agreement.
- 8.1.11** That it hereby agrees to keep an arm's length distance between its activities as matched and non-matched principal and its other activities throughout the term of this Agreement.
- 8.1.12** That it shall ensure to take all consents and permissions from the Client prior to undertaking any actions in relation to the Transaction.
- 8.1.13** That will clearly disclose the general nature and/or sources of conflicts of interest to the Client before undertaking business for the Client.
- 8.2** The Client represents, warrants, declares and undertakes to Lunaro as under:
- 8.2.1** That it has full power, legal capacity and authority to execute, deliver and perform this Agreement and has taken all necessary permissions, objections, consents (corporate, statutory, contractual or otherwise) etc. to authorise the execution, delivery and performance of this Agreement in accordance with its terms, to open, maintain and/or continue to maintain the Investments/portfolio, to utilize the Services to enter into the Transactions and/or financial products and to give Lunaro's any Instructions that may be given from time to time;
- 8.2.2** That it agrees that this Agreement has been duly executed and it is a valid and binding agreement.
- 8.2.3** The Client acknowledges and agrees that:
- (a) the Client has sufficient knowledge, experience and understanding to evaluate the merits and risks of any Transaction entered into under this Agreement;
 - (b) the Client has made and will continue to make independent investment and trading decisions based on the Client's own judgment, financial circumstances, investment objectives and risk tolerance;
 - (c) unless expressly agreed otherwise in writing, Lunaro provides execution-only services and does not provide investment advice, personal recommendations or any guarantee as to the performance or suitability of any Transaction or investment; and

(d) the Client understands and accepts the risks associated with trading and investing in financial instruments, including the risk of partial or total loss of funds.

- 8.2.4** That all Client Information provided to Lunaro is true and accurate and not misleading in any way and Lunaro is entitled to rely on such Information. The Client further agrees that the Information given to Lunaro for arriving at the risk profile of the Client is true and accurate. The Client agrees to promptly inform Lunaro in writing in case of any changes in the Information / documents provided to Lunaro during the term of this Agreement. Lunaro shall not be liable for any Loss suffered by the Client which arises due to the Client's failure to update Lunaro as contemplated hereunder.
- 8.2.5** That the Client acknowledges that all Client Information provided constitutes representations of the Client.
- 8.2.6** That the Client hereby confirms and agrees that the Client shall provide all Information and documents, as may be required by Lunaro at its sole discretion, from time to time to satisfy KYC and other requirements under the Applicable Regulations.
- 8.2.7** That the Client hereby confirms that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.
- 8.2.8** That the Client acknowledges receipt of this Agreement, has read this Agreement, and acknowledges the risks associated, whether set out in this Agreement or not, and shall not hold Lunaro and/or any person appointed by it, responsible for the same.
- 8.2.9** That the Client is aware that Lunaro records conversations between the Client and/or the Client's representative and Lunaro or Lunaro representatives, over the telephone, and hereby specifically permits Lunaro to do so. Such recordings may be relied upon by Lunaro as and when required.
- 8.2.10** That the Client understands that it is the Client's sole responsibility to obtain regulatory approvals and make requisite disclosures under the Applicable Regulations in relation to any investment made, including without limitation, filings with and disclosures to FSRA or any other regulatory authority or fulfilling any KYC requirements as may be required from time to time.

8.2.11 That when the Client instructs Lunaro to enter into an Execution-only Transaction, the only role of Lunaro in relation to that Execution-only Transaction will be to pass on the Client's Instructions to the relevant Issuer and/or service provider for action and Lunaro shall have no other obligations or responsibilities to the Client, in particular:

8.2.11.1 Lunaro will not have any duty to advise the Client in respect of either that Execution only Transaction or any subsequent sale or potential sale of any asset acquired under that Execution-only Transactions; and

8.2.11.2 The Client is responsible for independently assessing the suitability and appropriateness of any Execution-only Transaction in the context of the Client's investment objectives and tax planning.

8.2.12 In addition to the representations, warranties and covenants provided in clause 8, the Client warrant and undertake that there is no pending or, to the Client's knowledge, threatened against the Client any action, suit or proceeding at law or in equity or before any court, tribunal, government body, agency or official or any arbitrator that is likely to affect the Client's ability to perform the Client's obligations under this Agreement.

8.2.13 That the Client is aware of, and understands the, Applicable Regulations relating to Market Abuse. It acknowledges and agrees that Lunaro may monitor his/her Orders, and that Lunaro has a legal obligation to report to the relevant authorities, and to supply information to them about the Client's trades.

8.2.14 That each time the Client instructs Lunaro to place an Order or open and close a trade, it is deemed that:

8.2.14.1 The Client is acting in compliance with all applicable legislation, regulations and guidance concerning anti-money laundering; and

8.2.14.2 the funds that Lunaro receives from the Client does not represent the proceeds of criminal or terrorist activity or any activity of a similar nature.

8.2.15 That Lunaro may cease to act on behalf of the Client, without explanation in certain circumstances. The Client agrees that Lunaro will have no liability to the Client in respect of any liabilities to the extent that they arise out of, or in connection with, Lunaro compliance in good faith with the requirements of the Applicable Regulations on anti-money laundering, as amended from time to time, or any other statutory provisions thereof.

8.2.16 That this Agreement, each Transaction and the obligations created under them both are binding upon the Client and enforceable against the Client in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which the Client is bound;

- 8.2.17** the Client acts as a principal and sole beneficial owner in entering into this Agreement and each Transaction;
- 8.2.18** that the Client is willing and financially able to sustain a total loss of funds resulting from the trades executed and that the System is a suitable investment vehicle for the Client; and
- 8.2.19** that except as otherwise agreed by Lunaro, the Client is the sole beneficial owner of all the Margin amount being transferred under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held or imposed by a third party custodian, or other similar institution.

8.3 The Client covenants to Lunaro that:

- 8.3.1** He/she will always obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this Agreement;
- 8.3.2** He/she is/are willing and able, upon request, to provide Lunaro with information in respect of the Client's financial position, domicile or other matters;
- 8.3.3** He/she will promptly notify Lunaro of the occurrence of any Event of Default or of any event that may become an Event of Default with respect to the Client's self or any Credit Support Provider;
- 8.3.4** He/she will (i) comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to the Client; and (ii) will support Lunaro to comply with all Applicable Regulations in relation to this Agreement and each Transaction, where such Applicable Regulations do not apply to the Client but the Client's cooperation is needed to help Lunaro comply with Lunaro obligations;
- 8.3.5** He/she will not send orders or otherwise take any action that could create a false impression of the demand or value for a security or financial instrument or send orders which the Client have reason to believe are in breach of Applicable Regulations. The Client shall observe the standard of behavior expected of persons in the Client's position and not take any step which would cause Lunaro to fail to observe the standard of behavior reasonably expected of persons in Lunaro position; and
- 8.3.6** He/she will have in place adequate controls and procedures to ensure that all trading undertaken by him/her complies with all Applicable Regulations, including but not limited to
 - 8.3.6.1** preventing any manipulative and/or prohibited trading practices,
 - 8.3.6.2** that the Client has sufficient oversight of the Client's algorithms to ensure that they continue to operate in an orderly fashion,
 - 8.3.6.3** that the Client monitors the Client's trading limits and position limits

- 8.3.6.4 the Client monitors all and any Short Sale rules. Except to the extent required by Applicable Regulations or otherwise agreed by Lunaro in writing with the Client, Lunaro shall have no responsibility to inform the Client of such requirements or otherwise assist the Client in complying with them.
 - 8.3.6.5 the Client will, upon demand by Lunaro, deliver to Lunaro copies of (or evidence of) such consents and compliance with Applicable Regulations as Lunaro may require.
 - 8.3.7 upon demand, the Client will provide Lunaro with such information as Lunaro may require evidencing the matters referred to in this clause or to comply with any Applicable Regulations.
- 8.4** Each Party acknowledges and agrees that:
- 8.4.1 it is executing this Agreement voluntarily and without any duress or undue influence by any other person.
 - 8.4.2 it has carefully read and fully understands the terms, consequences and binding effect of this Agreement.
 - 8.4.3 This Agreement is intended to be strictly enforceable.

9. Conflicts of Interest

- 9.1 Lunaro takes reasonable steps to ensure that conflicts of interest and potential conflicts of interest between itself and its clients and between one client and another client are identified and then prevented or managed in accordance with the Applicable Regulations.
- 9.2 The Client understands that Lunaro provides Services to other clients and will continue to do so. Lunaro may have an interest, relationship or arrangement that is material in relation to the Services and any financial products or Transactions. There is no obligation for the Client to use the execution / implementation services of Lunaro.
- 9.3 The Client's attention is also drawn to the fact that when Lunaro makes a recommendation to the Client or carries out a particular Service, investment or Transaction for the Client, Lunaro could be matching the Client's requirements with that of another client by acting on that client's behalf as well as for the Client.
- 9.4 Lunaro carries out its activities independently and on an arms-length basis with its related parties and has no conflict of interests. In case any conflict of interest arises in the future pertaining to any Services provided by Lunaro to the Client, the same shall be informed to the Client.

- 9.5 Lunaro maintains and operates an effective organisational and administrative arrangement with a view to taking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of its Clients, including establishing and maintaining effective information barriers to restrict the communication of relevant information.
- 9.6 Lunaro, the directors of Lunaro, officers and agents may have their own Investments/portfolios. This Agreement does not limit or restrict them in any way from buying, selling or trading in any securities and/or other investment products for their own accounts.
- 9.7 The Client is requested to refer to Lunaro Conflicts of Interest Policy, available on the Website for further information on how Lunaro manages conflicts.
- 9.8 **Data protection:** Before providing Lunaro with any information relating to identifiable living individuals in connection with this Agreement the Client should ensure that those individuals are aware of Lunaro identity, of the categories of personal data that the Client are providing to Lunaro, that Lunaro may use their information to administer and operate the Client's account and for complying with Applicable Regulations, that this processing is permitted by applicable data protection laws because it is necessary for the purpose of Lunaro legitimate business in complying with Applicable Regulations, that this may involve disclosure of their information as discussed in clause 11 (Confidentiality) and transfer of their information to any country, including countries which may not have strong data protection laws, that Lunaro hold their personal information in accordance with Applicable Regulations and that they have rights of access to, and correction of, their information which they may exercise by writing to Lunaro to the Compliance Department Lunaro, office 1009, 10, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, United Arab Emirates.
- 9.9 Client's rights: the Client may have rights of access to some or all of the information Lunaro holds about the Client, to have inaccurate information corrected and to tell Lunaro that the Client does not wish to receive marketing information, under data protection law. If the Client wishes to exercise any of these rights, he/she may contact Lunaro at cs@lunaro.com.

10. Order Placement

- 10.1 **Authority and Authorised Persons:** the Client shall provide Lunaro with a written list of the officers, employees or agents who are authorised, either alone or with others, to act on the Client behalf in the giving of instructions and performance of any other acts, discretions or duties under this Agreement ("Authorised Person(s)") together with the board resolution/ power of attorney with specimens of their signatures. Lunaro shall be

entitled to rely upon the continued authority of an Authorised Person for those purposes until Lunaro received notice from the Client to the contrary. Any communications purporting to limit the Client or such Authorised Person's authority (such as, for example, authorised signatory lists) will not be accepted and will not be binding on Lunaro.

- 10.2** The Client shall promptly notify Lunaro of any changes to the Authorized Signatories which shall take effect not less than seven (7) Business Days from receipt of such notification by Lunaro prior to which Lunaro will continue to act in accordance with instructions issued by the existing Authorized Signatories.
- 10.3 Cancellation/withdrawal of instructions:** Lunaro can only cancel the Client's instructions if it has not acted upon those instructions. Instruction may only be amended or withdrawn by the Client with Lunaro consent.
- 10.4 Right not to accept orders:** Lunaro is within its rights to decline accepting a specific order and will promptly notify the Client.
- 10.5 Control of orders prior to execution:** Lunaro has the right (but no obligation) to set limits and/or parameters to control the Client's ability to place orders at Lunaro absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by Lunaro at Lunaro absolute discretion and may include (without limitation): (i) controls over maximum order amounts and maximum order sizes; (ii) controls over Lunaro total exposure to the Client; (iii) controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book); (iv) controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders have come from the Client); or (v) any other limits, parameters or controls which Lunaro may be required to implement in accordance with Applicable Regulations.
- 10.6 Execution of orders:** Lunaro shall use its reasonable endeavors to execute any order promptly, but in accepting the Client's orders Lunaro does not represent or warrant that it will be possible to execute such order or that execution will be possible according to the Client's instructions. Lunaro shall carry out an order on the Client's behalf only when the relevant market is open for dealings, and Lunaro shall deal with any instructions received outside market hours as soon as possible when that relevant Market is next open for business (in accordance with the rules of that market). The Client agrees that Lunaro may execute an order on the Client's behalf outside a market. When the Client gives Lunaro specific instruction, Lunaro order execution policy may not apply. The Client confirms that the Client has read and agrees to Lunaro order execution policy. Lunaro will notify the

Client of any material changes to Lunaro order execution policy. Lunaro will consider the continued placement of orders by the Client to constitute the Client continued consent to Lunaro order execution policy as in effect from time to time.

- 10.7 Crossing of orders:** Lunaro May arrange for a Transaction to be executed, either in whole or in part, by selling an investment to the Client from another client, or a client of an Associate of Lunaro's, or vice-versa. Lunaro shall not give the Client prior notice if Lunaro arranges for a Transaction to be executed in this manner.
- 10.8 Aggregation of orders:** Lunaro may combine the Client's order with orders of other clients. By combining the Client's orders with those of other clients Lunaro must reasonably believe that this is in the overall best interests of Lunaro clients. However, aggregation may result in the Client obtaining a less favorable price in relation to a particular order. Please refer to Lunaro order execution policy on Lunaro Website for more information.
- 10.9 Confirmations:** Lunaro shall send the Client confirmations at the end of the trading day and not later than two business days following the date of execution of the Transaction for any Transactions that Lunaro have executed on the Client's behalf on that trading day, by electronic mail to the e-mail address on record for the Client. It is the Client's responsibility to inform Lunaro of any change to the Client's e-mail address, the nonreceipt of a confirmation, or whether any confirmations are incorrect before settlement. Confirmations shall, in the absence of manifest error, be conclusive and binding on the Client, unless Lunaro receives from the Client an objection in writing within one Business Day of dispatch to the Client by email, or by Lunaro notifying the Client of an error in the confirmation.
- 10.10 Performance and settlement:** the Client should promptly deliver any instructions, money, documents or property deliverable by the Client under a Transaction in accordance with that Transaction as modified by any instructions given by Lunaro for the purpose of enabling Lunaro to perform Lunaro obligations under the relevant matching Transaction on a market or with an intermediate broker. Lunaro may also, at Lunaro' discretion, take actions to facilitate the performance of a Transaction where the Client have been unable to do so (for example, to enable 'buy in' before an applicable deadline).
- 10.11 Intermediate brokers and other agents:** Lunaro may, at Lunaro entire discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Associate of Lunaro s, and may not be in the United Arab Emirates or ADGM. Neither Lunaro nor Lunaro respective directors, officers, employees or agents will be liable to the Client for any act or omission of an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents.

10.12 Position limits: Position limits may be imposed by a market and Lunaro may require the Client to limit the number of open trades which the Client may have with Lunaro at any time and Lunaro May in Lunaro sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

10.13 Market Abuse:

The Client shall observe the standard of behaviour expected of persons in the Client's position in relation to any relevant market. If Lunaro reasonably believes that the Client (including an Authorised Representative) has, or has attempted to, manipulate the quote, execution process or the System, or has attempted some form of Market Abuse, Lunaro May in its sole discretion, without notice to the Client, do one or more of the following :

10.13.1 claim any money owed to Lunaro under a Transaction;

10.13.2 treat all open trades as void from their inception;

10.13.3 withhold or set off against any funds which Lunaro suspects to have been derived from such activities;

10.13.4 close out Client open trades;

10.13.5 adjust the Equity in the Client Account;

10.13.6 suspend or terminate the Client Account;

10.13.7 terminate these Terms without the need for a court order; and

10.13.8 take such other action as Lunaro may consider appropriate. The Client agrees that he/she will not engage in Market Abuse, or require or encourage another to do so, or otherwise contravene similar requirements under Applicable Regulations.

10.14 The Client assumes full responsibility for, and shall ensure compliance with, without limitation, any and all relevant market rules, market abuse laws, rules and regulations and other requirements and restrictions of Applicable Law in respect of the Client's principal or the Client's activity conducted through Lunaro under the terms of this Agreement. The Client confirms that any such person whom the Client has authorised to trade on behalf of the Client are trained to understand the types of activity that may be seen as manipulative and/or Prohibited Trading Practices.

10.15 The Client confirms that such persons are familiar with the specific relevant market trading rules that are applicable to the business the Client undertake through Lunaro.

11. Confidentiality:

The terms and conditions of this Agreement and all Information and recommendations furnished by Lunaro to the Client, shall be treated as confidential by the Client and shall not be disclosed to third parties (except only to those representatives/ employees) who need to know the same in due course of its business or required under Applicable Regulations , legal proceedings or directive by any administrative, judicial, quasi-judicial, statutory or Regulatory Authority or any

authority or agency of the Government, or as otherwise expressly agreed to in writing by the Parties.

- 11.1** The terms and conditions of this Agreement, and all information furnished by the Client to Lunaro shall be treated as confidential by Lunaro. However, Lunaro Office and its directors and officers may process information relating to the Client and the Client's Transactions with Lunaro and the Group, including without limitation, the Client's personal data details, any security taken, transactions undertaken and balances and trades with Lunaro, including personal data, and that Lunaro and/or its Office may transfer personal data about the Client to other companies within the group, any of its Associates, subsidiaries or subsidiaries of its holding company, affiliates, representatives and branch offices in any jurisdiction (the Permitted Parties) which includes companies outside UAE either to comply with regulatory or legal requirements or to enable better provision of Services to the Client.
- 11.2** Lunaro may also have relationships with other non-affiliated investment advisor firms, and other financial institution entities. Except as required in the best interests of the Client or permitted by law, Lunaro shall not share confidential information about Client with non-affiliated third parties. Lunaro collects and develops personal information about the Client, and some of that information is non-public personal information (Client Information'). The essential purpose for collecting Client Information is to provide and service the financial products and services the Client obtained from Lunaro. The categories of Client Information collected by Lunaro depend upon the scope of the engagement with Lunaro and are described below.
- 11.3** Client Information collected includes:
- 11.3.1** Client Information may include personal and household information such as income, spending habits, investment objectives, financial goals, statements of account, and other records concerning the Clients' financial condition and assets, together with information concerning employee benefits and retirement plan interests, wills, trusts, mortgages and tax returns Information developed as part of financial plans, analysis or the Services.
- 11.4** Lunaro restricts access to Client Information to those representatives and employees who need the information to perform their job responsibilities within Lunaro. To administer, manage and service Client accounts, process transactions and provide related services for Client accounts, it is necessary for Lunaro to provide access to Client Information internally and to non-affiliated companies, other investment advisers, tax advisors, software providers, succession planning firms, and insurance companies. Lunaro may also

provide client information to government entities, consumer reporting agencies or other third parties in accordance with Applicable Law. At the termination of this Agreement, the Client's papers and documents will be returned. Copies of documents, papers and other information may be retained by Lunaro in the Client's file for compliance purposes.

- 11.5** Notwithstanding the foregoing, the Client hereby gives his/her/its consent to disclose the details as mentioned in the Client registration form and/or any other information pertaining to the Client or his/her/its Portfolio to Lunaro or to any affiliate/Group of Lunaro for including the Client's name in any list of clients of Lunaro or using the Client's name for sales, marketing or other reference purposes.
- 11.6** If Lunaro or any members of the group knows or suspects that the Transactions may be used to process the proceeds of crime or to support terrorism, Lunaro or the relevant member of the group are obliged to report the fact and nature of their knowledge or suspicions to the relevant compliance unit of Lunaro, FSRA and/or any other regulatory body or authority which Lunaro deems necessary and relevant.
- 11.7** The provisions of this clause shall survive the termination of this Agreement.

12. Electronic Trading Terms

- 12.1 Scope:** These clauses apply to the Client's use of any Electronic Services.
- 12.2 Access:** Once the Client has gone through the security procedures associated with an Electronic Service provided by Lunaro, the Client will get access to such service, unless agreed otherwise or stated on Lunaro Website. Lunaro May change Lunaro security procedures at any time and Lunaro will tell the Client of any new procedures that apply to the Client as soon as possible.
- 12.3 Restrictions on services provided:** There may be restrictions on the number of Transactions that the Client can enter on any one day and in terms of the total value of those Transactions when using an Electronic Service. The Client acknowledges that some markets place restrictions on the types of orders that can be directly transmitted to their electronic trading systems and the transmission of such orders to the market is dependent upon the accurate and timely receipt of prices or quotes from the relevant market or market data provider. The Client acknowledges that a market may cancel such an order when upgrading its systems, trading screens may drop the record of such an order, and that the Client enters such orders at the Client's own risk.
- 12.4 Right Of Access:** In respect of any market to which Lunaro allows the Client to receive information or data using the Electronic Services, Lunaro May at any time or times, on reasonable notice (which, in certain circumstances, may be immediate) enter (or to instruct Lunaro or the market's subcontractors to enter) the Client's (or, in a co-hosting

situation, third parties') premises and/or servers and inspect the Client's (or, in a co-hosting situation, third parties') system to ensure that it complies with the requirements notified by Lunaro to the Client from time to time and that the Client are using the Electronic Services in accordance with this Agreement and any requirements of any relevant market or Applicable Regulations.

12.5 Access requirements: the Client will be responsible for providing the System to enable the Client to use an Electronic Service.

12.6 Virus detection: the Client will be responsible for the installation and proper use of any virus detection/scanning program Lunaro requires from time to time.

12.7 Maintaining standards: When using an Electronic Service the Client must:

12.7.1 ensure that the Client's System is maintained in good order and is suitable for use with such Electronic Service;

12.7.2 run such tests and provide such information to Lunaro as Lunaro shall consider necessary to establish that the Client's System satisfies the requirements notified by Lunaro to the Client from time to time;

12.7.3 install efficient and protective anti-virus software on the Client's System and keep it always updated;

12.7.4 carry out virus checks on a regular basis;

12.7.5 inform Lunaro immediately of any unauthorised access to such Electronic Service or any unauthorised Transaction or instruction inform Lunaro immediately of any unauthorised access to such Electronic Service or any unauthorised Transaction or instruction;

12.7.6 not at any time leave the terminal from which the Client has accessed such Electronic Service or let anyone else use the terminal until the Client has logged off such Electronic Service.

12.8 System defects: In the event the Client become aware of a material defect, malfunction or virus in the System or in an Electronic Service, the Client will immediately notify Lunaro by email to info@lunaro.com of such defect, malfunction or virus and cease all use of such Electronic Service until the Client have received permission from Lunaro to resume use.

- 12.9 Intellectual Property:** All rights in patents, copyrights, design rights, trademarks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in Lunaro or Lunaro licensors. the Client will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by Lunaro in writing; reverse compile or disassemble the Electronic Services; nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. The Client shall ensure that all the licensors' trademarks and copyright and restricted rights notices are reproduced on these copies. The Client shall maintain an up-to-date written record of the number of copies of the Electronic Services made by the Client. If Lunaro requests so, the Client shall as soon as reasonably practical, provide to Lunaro a statement of the number and whereabouts of copies of the Electronic Services. If the Client receives any data, information or software via an Electronic Service other than that which the Client are entitled to receive pursuant to this Agreement, the Client will immediately notify Lunaro and will not use, in any way whatsoever, such data, information or software.
- 12.10 Trailing Stop Expert Advisors:** The Client understands that the default trading stop in trading platforms are basic and therefore the Client may wish to download functionalities and/or software for automated trading such as 'trailing stop expert advisors' to manage his/her trades ("Software"). The Client is aware and understands that Lunaro does not recommend or endorse these Software and will not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects arising out of the use of such Software. The Client agrees not to use any device, hardware, software, algorithm, strategy, collusion or deception, the use of which is intended, whether directly or indirectly, to cause or influence Lunaro to provide its Platform or accept any trade in a way in which or on terms on which it would not otherwise do so.
- 12.11** These Software may provide the Client with access to a variety of information, market data feeds, FIX/DDE supporting data feeds, materials, trading strategies, trading recommendations or any other content or offer for any type of services from third parties ("Third-Party Content"), including plugins within the Software created by independent third parties ("Software Plug-Ins") and various sets of programming instructions and standards that allow access to a web-based software application or Application Programming Interface ("API") tailored to the customized trading needs of brokers and/or users and are designed specifically for the Software by licensed vendors

("Software Compatible API") and through links to other websites and forums on which users or other third parties, themselves, may post Third-Party Content. Whenever the Client accesses Third Party Content and/or Software Plug-Ins and/or Software Compatible API, HE/SHE PROCEEDS AT THIER OWN RISK. The Client understands and agrees that such third parties are solely responsible for any such Third Party Content and/or Software Plug-Ins and/or Software Compatible API and Lunaro is not, and will not be, liable for any such Third Party Content and/or Software Plug-Ins and/or Software Compatible API and/or other material posted and/or otherwise provided by third parties.

13. Limitation of Liability and Indemnity

13.1 Subject to Applicable Regulations and except in the case of Lunaro's fraud, wilful default, gross negligence or any liability which cannot lawfully be excluded or restricted, neither Lunaro, nor its Associates, group companies, directors, officers, employees, representatives or agents shall be liable for any Loss, damage, delay, failure or interruption arising directly or indirectly from:

(a) any event or circumstance beyond Lunaro's reasonable control, including any force majeure event;

(b) any breakdown, failure, malfunction or interruption of any communication, transmission, computer, trading, electronic, telephone, satellite, cable or postal system;

(c) any delay, inaccuracy, omission, unauthorised access, transmission error, technical defect, power failure or interruption caused by any third party or external service provider; or

(d) any act or omission undertaken by Lunaro in good faith and with reasonable care, skill and diligence in connection with the provision of the Services.

The Client acknowledges that electronic trading and communication systems involve inherent risks, including risks associated with systems failures, delays, cyber incidents, unauthorised access and communication interruptions.

Lunaro shall take reasonable steps to maintain secure and reliable systems and to mitigate the impact of such events on the Client.

Nothing in this Agreement shall exclude, restrict or limit:

(i) any duty or liability owed by Lunaro to the Client under the FSRA Rules, Applicable Regulations or the Client Money Rules; or

(ii) any liability arising from Lunaro's fraud, wilful default, gross negligence or any liability which cannot lawfully be excluded or restricted.

13.2 Subject to Applicable Regulations and except in the case of Lunaro's fraud, wilful default, gross negligence or any liability which cannot lawfully be excluded or restricted, Lunaro shall not be liable for any Loss suffered by the Client arising directly or indirectly from:

- (a) any inaccuracy, delay, omission or interruption in any information, communication, report or data provided to the Client, where such information has been obtained from third-party sources believed by Lunaro to be reliable;
- (b) any act, omission, error of judgment, operational error or delay by Lunaro, its employees, officers, agents, Associates, service providers or third-party vendors acting in good faith and with reasonable care, skill and diligence;
- (c) any failure, interruption, malfunction or unavailability of any trading platform, software, electronic system, communication network or third-party service provider; or
- (d) any unauthorised access, cyber incident, hacking event, transmission error or other technological disruption beyond Lunaro's reasonable control.

Lunaro shall take reasonable steps to maintain appropriate systems, controls and safeguards designed to minimise operational and technological risks associated with the provision of the Services.

- 13.3** Neither Lunaro or its Associate or group companies nor any of their respective directors, representatives or employees will be liable for any error or inaccuracies in any of the publicly available information that may be provided to the Client by Lunaro.
- 13.4** Nothing in this Agreement shall operate to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the Applicable Law.
- 13.5** Neither Lunaro or its Associate or group companies nor any of their respective directors, representatives or employees shall be held liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in this Agreement and any document prepared in connection with any Services rendered hereunder.
- 13.6** Further, Lunaro or its employees or any other member of the Associate or group (including its officers, employees, brokers, custodians and nominees) will not be liable for any Loss suffered or incurred by the Client arising in connection with:
 - 13.6.1** the receipt and passing on of any instructions or orders in respect of any investment (including, without limitation, Losses arising from delays, errors, mutilation, duplication or similar occurrences in the transmission or transportation of Instructions or orders);
 - 13.6.2** any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information supplied to the Client or to Lunaro either by Lunaro or by a third party (including Lunaro correspondents,

agents, subagents, manufacturers, service providers and independent contractors) or by anyone employed or controlled by a third party (including trading, dealing, transmission and communication systems) whose services, goods, software, communication and other networks or information the Client used in connection with the Transactions and/or Services;

13.6.3 any act or omission or insolvency of any person not associated with Lunaro and/or Lunaro or its affiliates/Associates/subsidiaries (including without limitation, a third party, nominee or bank or depository used by Lunaro) or the collection or deposit or crediting to Account(s) of invalid, fraudulent or forged Assets or any entry in Account(s) which may be made in connection therewith;

13.6.4 any illegal, unlawful, fraudulent, negligent or unauthorized use of the Services;

13.6.5 suspension or delay in trading.

13.7 The Client undertakes to waive all rights and remedies and to indemnify Lunaro and to keep Lunaro indemnified against all Losses incurred or sustained by Lunaro of whatever nature and howsoever arising out of or in connection with Lunaro acting on and in accordance with any Instructions received by fax, email and/ or any instructions/orders received over the telephone and from or relating to the provision of telephone and Electronic Services, whether as result of the unauthorized use of Access Codes, error, defect, failure or interruption in the provision of service, force majeure events, acts, omissions, or compliance with Instructions on the part of Lunaro or for any other reasons. In receiving Instructions in this way, Lunaro not be liable or responsible for any Losses incurred by the Client except and to the extent that such Losses are because of and due to Lunaro own gross negligence, fraud or willful default.

13.8 Lunaro shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages (including result of any strike, lockout or other industrial actions), fire, flood, catastrophe, acts of God, insurrection, war, hostilities, terrorism, riot, civil disorder or any state of economic or political chaos, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, Lunaro shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

13.9 Without prejudice to the right of indemnity available to Lunaro under any law, the Client agrees to indemnify and hold Lunaro harmless to the full extent against:

- 13.9.1** Any and all lawful claims, Losses, damages, liabilities, cost and expenses as incurred in connection with investigation of, preparation for and defence of any pending or threatened claim and any litigation or other proceeding arising out of or in relation to the investments made by the Client based on the Services provided by Lunaro and or related to any actual or proposed acts done or not done by Lunaro;
- 13.9.2** For any negligence/mistake or misconduct by the Client;
- 13.9.3** For any breach or non-compliance by the Client of any provisions or clauses of this Agreement;
- 13.9.4** For Losses incurred or sustained by Lunaro of whatever nature and howsoever arising out of or in connection with Lunaro acting on and in accordance with any correspondence received over the telephone or from or relating to the provision of telephone and Electronic Services, whether as a result of the unauthorised use of Access Codes, error, defect, failure or interruption in the provision of service, Force Majeure events, acts, omissions, or compliance with the directions received from the Client on part of Lunaro or for any other reasons. Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to Lunaro Electronic Services.
- 13.9.5 System errors:** Lunaro shall have no liability to the Client for damage which the Client may suffer because of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. the Client will be responsible for all orders entered on the Client behalf via the Electronic Services and the Client will be fully liable to Lunaro for the settlement of any Transaction arising from them. the Client acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that Lunaro reserves the right upon notice to suspend access to Electronic Services for this reason.
- 13.9.6 Delays:** Neither Lunaro nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to the Client in connection with an Electronic Service. For the avoidance of doubt, Electronic Services may not be provided on a continuous basis and neither Lunaro Nor any third party provider accepts any liability in this respect.
- 13.9.7 Viruses from an Electronic Service:** Lunaro shall have no liability to the Client (whether in contract or in tort, including negligence) in the event that any viruses,

worms, software bombs or similar items are introduced into the Client System via an Electronic Service or any software provided by Lunaro to the Client in order to enable the Client to use such Electronic Service, provided that Lunaro have taken reasonable steps to prevent any such introduction.

13.9.8 Viruses from the Client System: The Client will ensure that no computer viruses, worms, software bombs or related items are introduced into Lunaro computer system or network and the Client will indemnify Lunaro on demand for any loss that Lunaro suffer arising as a result of any such introduction.

13.9.9 Unauthorised Lunaro: Lunaro shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of the Electronic Service. the Client shall on demand indemnify, protect and hold Lunaro harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using the Client designated passwords, whether or not the Client authorised such use.

13.9.10 Markets: Lunaro shall not be liable for any act taken by or on the instruction of a Market, clearing house or regulatory body.

13.10 Suspension or permanent withdrawal with notice: Lunaro may suspend or permanently withdraw an Electronic Service, by giving the Client written notice.

We may monitor the use of an Electronic Service, including the use of algorithms for the purposes of ensuring orderly trading and compliance with Applicable Regulations, including for the detection of potential market manipulation under the ADGM and FSRA Rules of Market Conduct, relevant market rules and/or such other relevant rules in existence from time to time. the Client agree that Lunaro may conduct whenever necessary a review of the Client's internal risk control systems relating to the Client's use of the Electronic Service.

13.11 Where Lunaro, in Lunaro sole discretion, reasonably determine that the Client is showing abnormal or irregular trading activity or such activity is seen, or is likely to be seen as having the characteristics of either manipulative and/or prohibited trading practice and/or is generally deemed to be acting in bad faith or attempting to abuse the information or facilities available through Electronic Service, Lunaro may without prior notice to the Client suspend or permanently withdraw the Electronic Service.

13.12 Immediate suspension or permanent withdrawal: Lunaro has the right, unilaterally and with immediate effect, to suspend or withdraw permanently the Client's ability to Use any

Electronic Service, or any part thereof, without notice, where Lunaro consider it necessary or advisable to do so, in Lunaro discretion and in good faith, for example, due to the Client's non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect the Client when there has been a breach of security or for other reasons (including reasons not related to electronic trading and/or Use of the Electronic Services). In addition, the Use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of (i) any license granted to Lunaro which relates to the Electronic Service; or (ii) this Agreement. The Use of an Electronic Service may be terminated immediately if an Electronic Service is withdrawn by any market or Lunaro are required to withdraw the facility to comply with Applicable Regulations.

- 13.13 Effects of termination:** In the event of a termination of the Use of an Electronic Service for any reason, upon request by Lunaro, the Client shall, at Lunaro option, return to Lunaro or destroy all hardware, software and documentation Lunaro may have provided the Client in connection with such Electronic Service and any copies thereof.

14. Client Money

- 14.1** All money received by Lunaro from or on behalf of a Retail Client shall be held by Lunaro as Client Money in a segregated client account separate from money belonging to Lunaro, in accordance with the Client Money Rules and Applicable Regulations. Retail Client money shall always be held on a non-title transfer basis and Lunaro shall not obtain any ownership interest in such money.
- 14.2** A Retail Client is entitled to the protections conferred by the Client Money Rules. Accordingly, in the event of Lunaro's insolvency, liquidation, winding up or any other pooling event stipulated under the Applicable Regulations, Retail Client's Money shall be treated in accordance with the Client Money Distribution Rules;
- 14.3** Subject to the Client Money Rules and Applicable Regulations, Lunaro may deposit Client money with one or more approved banks or qualifying institutions and may transfer Client money to third parties, including market counterparties, intermediate brokers, settlement agents, OTC counterparties, custodians or clearing houses, where necessary for the purposes of:
- 14.3.1** executing or settling Transactions on behalf of the Client;
 - 14.3.2** meeting the Client's obligations in connection with Transactions; or
 - 14.3.3** complying with Applicable Regulations.

Such third parties may be in jurisdictions outside the ADGM and may be subject to legal and regulatory regimes different from those applicable in the ADGM. In the event of the insolvency or analogous proceedings relating to such third party, the Client's money may be treated differently from the treatment which would apply if the money were held with an approved bank within the ADGM.

Lunaro shall exercise all reasonable skill, care and diligence in the selection, appointment and ongoing monitoring of any such third party, including taking reasonable steps to ensure that such third parties are appropriately regulated and reputable within their respective jurisdictions.

14.3.1 Lunaro shall maintain accurate books and records identifying Client money held on behalf of Clients and shall perform reconciliations in accordance with the Client Money Rules and Applicable Regulations.

14.3.2 Interest: Lunaro shall not pay interest to the Client on Client money held on the Client's behalf unless otherwise agreed in writing. Where negative interest rates apply, Lunaro reserves the right to apply a reasonable charge to Client balances, provided that such charge is disclosed to the Client in advance and applied in accordance with Applicable Regulations.

14.3.3 Depository's lien: The Client acknowledges that an approved bank, custodian or depository may have a security interest, lien or right of set-off over monies held with such institution as permitted under applicable law. Lunaro shall exercise reasonable care in the selection and ongoing monitoring of any such institution.

14.3.4 Right of application of Client money: Where amounts are properly due and payable by the Client to Lunaro in connection with the Services or any Transaction, Lunaro may, strictly in accordance with the Client Money Rules and Applicable Regulations, cease treating as Client money such amount of money held on behalf of the Client as equals the amount due and payable.

Any amount applied by Lunaro pursuant to this clause:

14.3.4.1 shall be limited to the amount properly due and payable at the relevant time;

14.3.4.2 shall only be applied towards satisfaction of the relevant obligation; and

14.3.4.3 shall be exercised in accordance with the Client Money Rules and Applicable Regulations.

Lunaro shall notify the Client where it exercises this right unless it is not reasonably practicable to do so in the circumstances.

14.3.5 Additional security: Nothing in this Agreement shall permit Lunaro to use, transfer, lend, charge, pledge, assign, rehypothecate or otherwise encumber Retail Client money for its own account or for the account of any other person except as expressly permitted under the Client Money Rules and Applicable Regulations.

14.3.6 Transfer of Business: In the event of a transfer of all or part of Lunaro's business to another person:

14.3.4.4 any Client money transferred shall continue to be held in accordance with the Client Money Rules and Applicable Regulations; or

14.3.4.5 where this is not reasonably practicable, Lunaro shall exercise all due skill, care and diligence in assessing whether the transferee will apply adequate measures to protect such Client money.

For the purposes of this clause, de minimis balances shall mean balances of USD 100 or less.

14.3.7 Unclaimed Client money: Where there has been no movement on a Client's balance for a period of six (6) years and Lunaro has been unable to trace the Client after taking reasonable steps to do so, Lunaro may treat such balance as unclaimed Client money in accordance with the Client Money Rules and Applicable Regulations.

Prior to taking any such action, Lunaro shall provide written notice to the Client at the Client's last known address and allow the Client at least twenty-eight (28) calendar days to make a claim.

14.3.8 The provisions relating to Title Transfer Collateral Arrangements do not apply to Retail Clients. All Retail Client money shall be held in segregated client accounts in accordance with the Client Money Rules and Applicable Regulations at all times.

For Professional Clients, the terms governing any Title Transfer Collateral Arrangements, including the treatment of money received in connection with Foreign Exchange, Precious Metals and CFD business, shall be governed exclusively by the applicable Professional Client Agreement.

14.3.9 Negative Balance Protection: Lunaro provides negative balance protection to Retail Clients in respect of OTC Leveraged Products. The liability of a Retail Client for all investments in OTC Leveraged Products connected to the Client's account shall be limited to the funds held in the relevant account maintained for the purpose of trading OTC Leveraged Products.

For the avoidance of doubt, funds available for such purposes shall be limited to the then-current deposited margin together with unrealised net profits from open positions relating to OTC Leveraged Products. Lunaro shall not seek recourse against a Retail Client beyond the funds held in the relevant account for the purpose of trading OTC Leveraged Products.

15. Margin Arrangements

- 15.3 **Margin requirement:** The Client agrees to provide and maintain such margin as Lunaro may require from time to time in accordance with Applicable Regulations, the rules of any relevant Market and Lunaro's risk management policies in connection with the Client's Transactions.

Lunaro may, acting reasonably, vary margin requirements at any time having regard to market conditions, volatility, liquidity, counterparty exposure or Applicable Regulations. Lunaro is not obliged to make a margin call before exercising any rights available to it under this Agreement.

15.4 **Form of margin:**

Unless otherwise agreed in writing, margin shall be provided in cash. Any cash margin received from or on behalf of a Retail Client shall be held by Lunaro in segregated client accounts in accordance with the Client Money Rules and Applicable Regulations. Lunaro shall not obtain any ownership interest in Retail Client money. Lunaro may agree to accept non-cash collateral in a form acceptable to Lunaro and valued in accordance with Lunaro's risk management policies and Applicable Regulations. Unless otherwise agreed in writing and permitted under Applicable Regulations, Lunaro shall not pay interest on margin held on behalf of the Client.

15.5 **Retention and set-off upon default or termination: If:**

15.5.1 an Event of Default occurs and is continuing; or

15.5.2 this Agreement is terminated,

Lunaro may retain, apply and set off such margin, collateral or other amounts held on behalf of the Client as are required to satisfy obligations properly due and payable by the Client to Lunaro in connection with the Client's Transactions, subject always to the Client Money Rules and Applicable Regulations.

15.5.3 In exercising any right of retention or set-off, Lunaro shall:

15.5.3.1 act in a commercially reasonable manner;

15.5.3.2 apply only such amounts as are properly due and payable at the relevant time;

15.5.3.3 limit any retention or set-off to the amount of the relevant obligation; and

15.5.3.4 apply a fair and reasonable methodology in determining the value of any obligations, margin or collateral.

Any remaining balance following the exercise of such rights shall be returned promptly to the Client in accordance with the Client Money Rules and Applicable Regulations.

15.6 **Financial collateral arrangements:**

To the extent any arrangement under this Agreement constitutes a financial collateral arrangement under Applicable Regulations, Lunaro may exercise such rights and remedies

as are available under Applicable Regulations, including rights of enforcement, set-off or appropriation, provided that any such action is exercised in a fair, reasonable and commercially reasonable manner and remains subject to the Client Money Rules and Applicable Regulations.

- 15.7 General lien:** Subject to Applicable Regulations and the Client Money Rules, Lunaro shall have a general lien over non-client money assets and non-cash collateral lawfully held by Lunaro on behalf of the Client as security for obligations properly due and payable by the Client.

This lien shall not apply to Retail Client money held in segregated client accounts in accordance with the Client Money Rules.

- 15.8 Security interest and collateral arrangements:** As continuing security for obligations properly due and payable by the Client under this Agreement, the Client grants Lunaro a security interest over any non-cash collateral provided by the Client to Lunaro.

Any such security interest shall:

- 15.8.1 apply solely to obligations arising from the Client's own Transactions;
- 15.8.2 not exceed the amount properly due and payable by the Client at the relevant time; and
- 15.8.3 remain subject to the Client Money Rules, Applicable Regulations and any applicable financial collateral regulations.
- 15.8.4 Where any arrangement under this Agreement constitutes a financial collateral arrangement under Applicable Regulations, Lunaro may exercise such rights and remedies as are permitted under Applicable Regulations, including rights of enforcement, set-off or appropriation, provided that:
 - 15.8.4.1 any action taken is commercially reasonable and proportionate;
 - 15.8.4.2 any valuation applied is fair and reasonable; and
 - 15.8.4.3 Lunaro provides notice to the Client where reasonably practicable.
- 15.8.5 For the avoidance of doubt no security interest granted under this Agreement shall transfer ownership of Retail Client money or Retail Client assets to Lunaro; and rehypothecation and title transfer collateral arrangements shall not apply to Retail Clients.

16. Default, Netting and Termination

- 16.1 Events of Default.** The following shall constitute an Event of Default

- 16.1.1** The Client fails to make any payment when due under this Agreement or to make or take delivery of any property when due, or to observe or perform any other provision of this Agreement, after notice of non-performance has been given by Lunaro to the Client;
- 16.1.2** The Client commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to its debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client (if insolvent), or is seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "Custodian") of the Client or any substantial part of the Client's assets, or if the Client takes any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, Lunaro does not consent to the proposals;
- 16.1.3** an involuntary case or other procedure is commenced against the Client seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client, (if insolvent) or is seeking the appointment of a Custodian of the Client or any substantial part of the Client's assets and such involuntary case or other procedure either (a) has not been dismissed within five (5) days of its institution or presentation or (b) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure;
- 16.1.4** The Client is unable to pay its Client's debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to the Client; or any indebtedness of the Client is not paid on the due date therefore, or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrance takes possession of the whole or any part of the Client's property, undertaking or assets (tangible and intangible);
- 16.1.5** The Client or any Credit Support Provider (or any Custodian acting on behalf of either of the Client or a Credit Support Provider) disaffirms, disclaims or repudiates

any obligation under this Agreement or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of the Client, in favor of Lunaro supporting any of the Client's obligations under this Agreement (each a "Credit Support Document");

- 16.1.6** any representation or warranty made or given or deemed made or given by the Client under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made, given, or deemed made or given;
- 16.1.7** (i) any Credit Support Provider fails, or the Client itself fail to comply with or perform any agreement or obligation to be complied with or performed by it or it in accordance with the applicable Credit Support Document; (ii) any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all the Client's obligations under this Agreement, unless Lunaro have agreed in writing that this shall not be an Event of Default; (iii) any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given; or (iv) any event referred to in sub-clauses 16.1.2 to 16.1.4 or 16.1.8 of this sub-clause occurs in respect of any Credit Support Provider;
- 16.1.8** If the Client is dissolved, or, if the Client's capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing the Client's dissolution, removal from such a register, or the ending of such a registration;
- 16.1.9** where the Client or the Client's Credit Support Provider is a partnership, any of the events referred to in sub-clauses 16.1.2 to 16.1.4 or 16.1.8 of sub-clause 1 of this clause occurs in respect of one or more of the Client's or its partners;
- 16.1.10** Lunaro considers it necessary or desirable to prevent what Lunaro considers is or might be a violation of any Applicable Regulation or good standard of market practice; Lunaro considers it necessary or desirable for Lunaro own protection if any action is taken or event occurs which L Lunaro considers might have a material adverse effect upon the Client's ability to perform any of the Client's obligations under this Agreement; any event of default (however described) occurs in relation to the Client under any other agreement which the Client is a party to or any other event specified for these purposes in this Agreement or otherwise occurs.

16.2 Netting

16.2.1 Rights on Default: On the occurrence of an Event of Default, Lunaro may exercise its rights under this clause, except that in the case of the occurrence of any Event of Default specified in clauses 16.1.2, 16.1.3 or 16.1.4 of the definition of Events of Default (each a "Bankruptcy Default"), the automatic termination provision of this clause shall apply.

16.2.2 Liquidation Date: Subject to the following sub-clause, at any time following the occurrence of an Event of Default, Lunaro may, by notice to the Client, specify a date (the "Liquidation Date") for the termination and liquidation of Transactions in accordance with this clause.

16.2.3 Automatic termination: Where so specified in this Agreement, the date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date, without the need for any notice by Lunaro and the provisions of the following sub-clauses shall then apply.

16.2.4 Calculation of Liquidation Amount: Upon the occurrence of a Liquidation Date:

16.2.4.1 neither Party shall be obliged to make any further payments or deliveries under any Netting Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount;

16.2.4.2 Lunaro shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine (discounting if appropriate), in respect of each Netting Transaction referred to in sub-clause (a), the total cost, loss or, as the case may be, gain, in each case expressed in the Base Currency specified by Lunaro as such in the Agreement or otherwise in writing or, failing any such specification, the lawful currency of the United States of America and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain, as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to this Agreement, of each payment or delivery which would otherwise have been required to be made under such Netting Transaction (assuming satisfaction of each applicable condition

precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant Market as may be available on, or immediately preceding, the date of calculation); and

16.2.4.3 Lunaro shall treat each cost or loss to it, determined as above, as a positive amount and each gain by Lunaro, so determined, as a negative amount and aggregate all such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "Liquidation Amount").

16.2.5 Payer: If the Liquidation Amount determined pursuant to this clause is a positive amount, the Client shall pay it to Lunaro and if it is a negative amount, Lunaro shall pay it to the Client. Lunaro shall notify the Client of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

16.2.6 Other transactions: Where termination and liquidation occur in accordance with this clause, Lunaro shall also be entitled, at its discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered between the Parties which are then outstanding.

16.2.7 Payment: Unless a Liquidation Date has occurred or has been effectively set, Lunar shall not be obliged to make any payment or delivery scheduled to be made by it under a Netting Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to the Client has occurred and is continuing.

16.2.8 Additional rights: Lunaro rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which Lunar May have (whether by agreement, operation of law or otherwise).

16.2.9 Application of netting-to-Netting Transactions: Subject to the Agreement, this clause applies to each Netting Transaction entered into or outstanding between the Parties on or after the date this Agreement takes effect.

16.2.10 Single Agreement: This Agreement, the terms applicable to each Netting Transaction, and all amendments to any of them shall together constitute a single agreement between the Parties. The Parties acknowledge that all Netting Transactions entered into on or after the date this Agreement take effect and are

entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between the Parties.

16.2.11 Other agreements: Subject to sub-clause 16.2.6 of this clause, the provisions of this clause shall not apply to any Transaction which is subject to liquidation and termination under another agreement. However, any sum resulting from liquidation and termination under another agreement, may be set off against the Liquidation Amount.

16.3 RIGHTS ON DEFAULT

Default: On an Event of Default or at any time after Lunaro have determined, in its absolute discretion, that the Client has not performed (or Lunaro reasonably believe that the Client will not be able or willing in the future to perform) any of the Client's obligations to Lunaro, in addition to any rights under clause 16.2 (Netting), Lunaro shall be entitled without prior notice to the Client to:

16.3.1 instead of returning to the Client, investments equivalent to those credited to the Client's account, to pay to the Client the fair market value of such investments at the time Lunaro exercises such right, and/or

16.3.2 to sell such of the Client's investments as are in Lunaro possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as Lunaro may in its absolute discretion select or and upon such terms as Lunaro May in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by the Client hereunder, and/or

16.3.3 to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at Lunaro's in its sole discretion, Lunaro considers necessary or appropriate to cover, reduce or eliminate Lunaro loss or liability under or in respect of any of the Client's contracts, trades or commitments, and/or to terminate this Agreement immediately.

17. Termination

17.1 Unless required by Applicable Regulations, either Party may terminate this Agreement by giving ten (10) calendar days written notice (which may be by e-mail) of termination to the other.

- 17.2** This Agreement shall be terminated forthwith in the following circumstances:
- 17.2.1** by operation of the Applicable Law, such that this Agreement would become void, illegal, etc.;
 - 17.2.2** on account of the bankruptcy or liquidation of Lunaro;
 - 17.2.3** on account of bankruptcy or liquidation of the Client;
 - 17.2.4** on suspension of certificate of registration of Lunaro at the discretion of the Client;
 - 17.2.5** on account of non-payment of the Fees by the Client for sixty (60) days from due date of payment;
 - 17.2.6** on failure by the Client to provide requisite information or documents, or where the Client provides improper or incorrect information or documents, to Lunaro.
 - 17.2.7** in the event of the event of death, or disability upon receipt of notice in writing of such event from the Client or his/her representative or in the event of failure of such notification, Lunaro shall terminate this Agreement upon being made aware of such an event.
 - 17.2.8** In case the client has no trading activity and has been dormant for more than 12 months.
- 17.3** Upon terminating this Agreement, all amounts payable by the Client to Lunaro will become immediately due and payable including (but without limitation):
- 17.3.1** all outstanding fees, charges and commissions; and
 - 17.3.2** any dealing expenses incurred by terminating this Agreement; and
 - 17.3.3** any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by Lunaro on the Client's behalf.
- 17.4** Services already initiated shall not be affected by termination, unless this is specifically requested in writing by the Client together with an undertaking to pay all fees, costs and expenses (including any break costs) in connection with such Services. Any outstanding fees, costs and expenses incurred by Lunaro at the time of termination or resulting from such termination shall immediately become due and payable upon termination.
- 17.5** Upon the termination of this Agreement, if the Client wishes for the same in writing, Lunaro will provide reasonable transition support services for transitioning the Client's account to another service provider.

18. Exclusions

- 18.1.1 General Exclusion:** Neither Lunaro nor Lunaro's shareholders, directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or

suffered by the Client under this Agreement (including any Transaction or where Lunaro has declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence and arises directly from Lunar or their respective gross negligence, willful default or fraud. In no circumstance, shall Lunar have liability for losses suffered by the Client or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in this Agreement will limit Lunaro's liability for death or personal injury resulting from Lunaro's negligence.

18.1.2 This Agreement and all Transactions are subject to Applicable Regulations so that: (i) if there is any conflict between this Agreement and any Applicable Regulations, the latter will prevail; (ii) nothing in this Agreement shall exclude or restrict any obligation which Lunaro have to the Client under Applicable Regulations; (iii) Lunaro may take or omit to take any action Lunaro considers necessary to ensure compliance with any Applicable Regulations; (iv) all Applicable Regulations and whatever Lunaro does or fails to do in order to comply with them will be binding on the Client; and (v) such actions that Lunaro takes or fails to take for the purpose of compliance with any Applicable Regulations shall not render Lunaro or any of Lunaro's, directors, officers, employees or agents liable.

18.1.3 Adverse implications of Transactions: Without limitation, Lunaro does not accept liability for any adverse tax, accounting or other implications of any Transaction whatsoever.

18.1.4 Market Action: If a Market (or intermediate broker or agent, acting at the direction of, or as a result of action taken by a market) or regulatory body takes any action against the Client, which affects a Transaction, or the Client become insolvent or if the Client is suspended from operating, then Lunaro may take any action which Lunaro, in its reasonable discretion, considers necessary to mitigate any loss incurred as a result of such action or event. Any such action shall be binding on the Client. If a Market or regulatory body makes an enquiry in respect of any of the Client's Transactions, the Client agrees to co-operate with Lunaro and to promptly supply information requested in connection with the enquiry and the Client agrees to share any such information with Lunaro's Associate and/or with any regulatory bodies.

18.2 Changes in the market: Without limitation, Lunaro does not accept any liability by reason of any delay or change in market conditions before any Transaction is effected.

18.2.1 Entire Agreement: The Client acknowledges that the Client has not relied on or been induced to enter into this Agreement by a representation other than those expressly set

out in this Agreement. Lunaro will not be liable to the Client for a representation that is not set out in this Agreement and that is not fraudulent.

18.2.2 Indemnity: the Client shall pay to Lunaro such sums as Lunaro may from time to time require in or towards satisfaction of any debit balance on any of the Client's accounts with Lunaro and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which Lunaro may incur or be subjected to with respect to any of the Client's accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by the Client or any violation by the Client of the Client's obligations under this Agreement (including any Transaction) or by the enforcement of Lunaro rights.

19. Miscellaneous

19.1 Amendments: Lunaro has the right to amend the terms of this Agreement at any time. Notice of any such amendment will be provided to the Client by posting the updated Agreement on Lunaro's website and/or by sending a written notification to the Client's registered email address, at least seven (7) days prior to the amendment taking effect. Any amendment which Lunaro designates as material will not take effect until specifically agreed to by the Client in writing. Continued use of Lunaro's services following such notification shall constitute the Client's acceptance of the amended terms. Unless otherwise agreed, no amendment shall affect any outstanding order or Transaction or any legal rights or obligations which may have already arisen.

19.2 Surviving Terms: Clauses 11 (Confidentiality), 13 (Limitation of Liability and Indemnity), 16.1 (Events of Default), 16.2 (Netting), 21 (Governing Law), shall survive the termination of this Agreement and continue to be governed by its provisions and the particular clauses agreed between the Parties in relation to the Transactions until all obligations have been fully performed.

19.3 Electronic Communications: Subject to Applicable Regulations, any communication between using electronic signatures shall be binding as if it were in writing. Orders or instructions given to the Client via e-mail or other electronic means will constitute evidence of the orders or instructions given.

19.4 Recording of calls: If the Client gives instructions by telephone, the Client's conversation will be recorded. Lunaro may record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately

recorded. Such records will be Lunaro sole property and accepted by the Client as evidence of the orders or instructions given and for compliance and regulatory purpose.

- 19.5 Lunaro records:** Lunaro shall maintain records of client-wise Know Your Client ("KYC"), risk assessment, Suitability Assessment, client agreement, related books of accounts and a register containing a list of clients. Lunaro records, unless shown to be wrong, will be evidence of the Client's dealings with Lunaro in connection with the Services. The Client will not object to the admission of Lunaro's records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer. The Client will not rely on Lunaro to comply with the Client's record-keeping obligations, although records may be made available to the Client on request at Lunaro's absolute discretion.
- 19.6 Client's records:** The Client agrees to keep adequate records in accordance with Applicable Regulations to demonstrate the nature of orders submitted and the time at which such orders were submitted.
- 19.7 Third Party Rights:** A person who is not a party to this Agreement has no right under the Agreement.
- 19.8 Assignment:** The Client shall not assign or transfer any of its obligations under this Agreement without Lunaro's consent. Lunaro may assign or transfer all or any of its rights and obligations under this Agreement either to another appropriately authorised Associate or to another company which succeeds to its business as contemplated by this Agreement.
- 19.9 Time of essence:** Time shall be of the essence in respect of all the Client's obligations under this Agreement (including any Transaction).
- 19.10 No Waiver:**
- 19.10.1** Save and except as expressly provided in this Agreement, no exercise or failure to exercise or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that of any other right, remedy or power.
- 19.10.2** Any waiver of any part of this Agreement must be in writing and executed by the Party hereto unless expressly stated otherwise in this Agreement.

19.10.3 No forbearance, negligence or waiver by Lunaro in the application of any provisions of this Agreement shall prejudice its rights to apply such provisions thereafter or any other provisions of this Agreement.

19.11 Set off:

Without prejudice to any other rights to which Lunaro May be entitled, Lunaro may at any time and without notice to the Client set off any amount (whether actual or contingent, present or future) owed by the Client to Lunaro against any amount (whether actual or contingent, present or future) owed by Lunaro to the Client. For these purposes, Lunaro may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

19.12 Partial invalidity:

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

19.13 Entire Agreement:

This Agreement, its schedules and specific documents mentioned in this Agreement, embodies the entire understanding between the Parties hereto relating to the subject matter hereof and supersedes understandings, representations or warranties of any kind, oral or written, if any, except for what is expressly set forth herein.

19.14 Tax Treatment:

The Client is advised to consult his/her/its tax advisor with respect to specific tax implications arising out of his/her/its investments.

19.15 Severability:

Each provision of this Agreement is separate and independent and may be severed from the remaining provisions so that the invalidity of one provision does not affect the validity of another.

19.15.1 If any provision of this Agreement is declared by any judicial or competent authority to be void, avoidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision, or by mutual agreement of the Parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

20 Grievances Redressal and Arbitration:

- 20.1** Lunaro has in place a dedicated system for addressing all complaints regarding service deficiencies or causes for grievance, for whatever reason, in a reasonable manner and time. In case the Client is not satisfied with the services provided by Lunaro, the Client may raise his/her/its grievance by sending an email to compliance@lunaro.com. Lunaro shall assign a representative to address the grievance within a period of fifteen (15) days.
- 20.2** If the assigned person associated is unable to resolve the grievance within the timeline stipulated above or the Client is not satisfied with the resolution, the Client may escalate his/her/its grievance by sending an email to Lunaro Compliance Officer. To escalate the matter, the Client should send an email to compliance@lunaro.com with the details of the original grievance raised by the Client, the steps taken by the assigned person to resolve the grievance, and the reason why the Client is not satisfied with the resolution.
- 20.3** Upon receipt of the grievance by the Compliance Officer, the Compliance Officer shall take best efforts to resolve the same within fifteen (15) days from the date of receipt of the grievance.
- 20.4** If the Compliance Officer is unable to resolve the grievance raised by the Client within a reasonable time or the Client is not satisfied with the resolution, the Compliance Officer shall refer the dispute for arbitration by commencing arbitration proceedings.
- 20.5** A copy of the complaint handling procedure is available free of charge upon request.
- 20.6** All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination and any dispute regarding noncontractual obligations arising out of or in connection with it, shall be referred to and finally resolved by arbitration administered by ADGM Arbitration Centre under the ADGM Arbitration Regulations 2015. The legal place, or seat, of the arbitration shall be Abu Dhabi Global Market. The language of the arbitration shall be English. The number of arbitrators shall be three.

21 GOVERNING LAW AND JURISDICTION

21.1 Governing law:

The governing law of the Agreement shall be ADGM law.

21.2 Jurisdiction

The ADGM courts shall have exclusive jurisdiction in all disputes relating to this Agreement.

22 Address for Notices

22.1 Any notice to be given hereunder shall be in writing.

22.2 Notices may be given by either Party by personal or electronic delivery, or post, addressed to the other Party (in case of Lunaro) its registered office for the time being and in case of the Client's last known address/registered office address as the case maybe.

22.3 Any such notice given by letter shall be deemed to have been served at the time at which the notice was delivered personally or transmitted or (if sent by post) would be delivered in the ordinary course of post. For the avoidance of doubt, the Parties may agree to any alternative form of delivery of written notices.

If to Lunaro

Designated Person	Compliance Officer
Registered Address	1009, Level 10, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates.
Phone No.	+971 588243011
Email:	compliance@lunaro.com

If to the Client: As per the information provided in the Account Opening Application

22.4 Waiver of immunity and consent to enforcement:

The Client irrevocably waive to the fullest extent permitted by applicable law, with respect to the Client's self and the Client's revenue and assets (irrespective of their Use or intended Use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any courts, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree that the Client will not claim any immunity in any Proceedings. The Client consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its Use or intended Use) of any order or judgment which may be made or given in such Proceedings.

ACKNOWLEDGEMENT

I/We hereby:

- acknowledge and agree that Lunaro may execute an order on our behalf outside a Market.
- confirm that the information that we have provided to Lunaro to assess the suitability of each Transaction is accurate and complete.
- agree and acknowledge that in the case of a limit order admitted to trading on a regulated Market which is not immediately executed, Lunaro is not bound to facilitate the earliest possible execution of that order by making it public in an easily accessible manner.
- agree and acknowledge that Lunaro may enter into arrangements for securities financing transactions in respect of financial instruments held by Lunaro on our behalf or otherwise Use such financial instruments for Lunaro own account or the account of another client.
- agree that Lunaro may enter into arrangements for securities financing transactions in respect of financial instruments held by Lunaro on our behalf in an omnibus account held by a third party, or otherwise Use financial instruments held in such an account for Lunaro own account or for the account of another client.
- agree that Lunaro may deposit financial instruments held on our behalf with a third party in a third country that does not regulate the holding and safekeeping of financial instruments for the account of another person.
- acknowledge that we have read and understood the Risk Disclosure available on www.lunaro.com
- acknowledge and agree that I/We have read and accepted the Client Complaint Policy, Conflict of Interest, Order Execution Policy, Privacy Policy, Risk Disclosure Policy, Fraud Warning Policy, Cookies Policy available on www.lunaro.com .

We hereby declare that the details furnished above are true and correct to the best of our knowledge and belief and we undertake to inform Lunaro of any changes therein, immediately. In case any of the above information is found to be false, untrue, misleading, or misrepresenting, we are aware that we will be held liable for it.