



stonefort
Client
Agreement

THIS CLIENT AGREEMENT (hereinafter called the “Agreement”)

BY AND BETWEEN:

Stonefort Securities Ltd, a company incorporated in the Republic of Mauritius, having its registered address at the C/o ONS FinServ Ltd, 11th Floor, Bramer House, Hotel Avenue, Ebene, Republic of Mauritius and is licensed and regulated by the Financial Services Commission of Mauritius (the “FSC”) with License Number: GB 24202921 (hereinafter referred to as the “**Firm**”)

And

The “**Client**”, which expression shall, unless repugnant or contrary to the meaning or context thereof, be deemed to mean and include his/her Nominee (defined below), heirs, executors, administrators, successors and permitted assigns)

Each a ‘Party’ and together referred to as ‘Parties to this Agreement

WHEREAS:

A. The Client has approached the Firm with a request to receive its services as identified herein with respect to the Portfolio of his/her investments in equities, bonds, fixed income funds, hedge funds, and such other securities. The Client has opted the services to be availed from the Firm as per the **Terms and Conditions**.

B. The Client wishes to open an account with the Firm and the Firm hereby agrees to open the relevant Account upon completion of the relevant Legal and Regulatory Requirements.

C. In consideration of the mutual promises and agreements between the Parties hereto, the Parties have agreed to enter into this Agreement to regulate the terms and conditions of their relationship.

D. The Client acknowledges having read and understood the terms of business of the Firm along with all the relevant **Legal Documents**.

IT IS HEREBY AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

1. Definitions and Construction

In this Agreement, any schedule(s), are to be construed as one document constituting the terms of the Agreement between the Parties hereto (the "Agreement").

“**Associate**” means a company or other person connected to the Firm;

“Best Execution” means the method whereby the Firm seeks to achieve the best terms for a Client taking into account the risk objectives, capital horizons and liquidity preferences. The firm will arrange to execute securities brokerage transactions for your assets through Broker-Dealers that we reasonably believe will provide “best execution”. We seek best execution as whether the transaction represents the best qualitative execution. We take into consideration the full range of a Broker-Dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Our firm will seek competitive commission rates, but we may not necessarily obtain the lowest possible commission rates for account transactions. It is important to note that we do not have discretion to negotiate commission rates.

“Custodian” means any other person appointed as the custodian by the Client;

“Client” means retail or a professional client;

“Derivatives” means Options, Futures, Swaps or other securitized instruments;

“FSC” means the Financial Services Commission of Mauritius;

“FSC Laws” means the laws enforceable in the Republic of Mauritius;

“Future” means a contract for the sale of securities, investments, currencies or commodities under which delivery is to be made at a future date at a price agreed upon when the contract is made;

“Option” means an option to acquire or dispose of securities, investments, currencies or commodities;

“Person” means any natural person, body corporate, including a legal person, company, partnership, unincorporated association, government or state; and

2. Effective Date

This Agreement will come into force once the Client accepts this Agreement and all the relevant **Legal Documents**.

3. Services

As clearly mentioned in the **Terms and Conditions**.

4. Client Qualification

4.1 The Client represents and warrants to the Firm that the information which it provided to the Firm which enabled the Firm to be assessed as a Professional Client is true and correct.

4.2 The Client acknowledges and accepts that, when dealing with the Firm, there are no client's compensation schemes available in Mauritius.

5. Instructions and Communications

5.1 The Firm may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by an authorized representative of the Client from time to time as being authorised to instruct the Firm in writing , unless the Firm shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

5.2 With respect to Client's instructions and orders:

5.2.1 The Client may by way of written instruction in the form set out by the Firm, instruct and/or authorize the Firm to correspond with the Client, or his/her/their duly authorized representatives, by electronic mail (e-mail);

5.2.2 In case of written confirmations of the Client's instructions given by phone, the Client shall clearly state in the written confirmation that such confirmation is a confirmation of the phone. Failure to give such confirmation, the Firm shall not be liable of any risks of possible duplications;

5.2.3 The present instructions and discharges remain valid and binding on the Client as well as on any representative appointed or to be appointed by the Client until and unless a written revocation of the same is received by the Firm;

5.2.4 Subject to 6.2.2 above, any instructions or communication to be given to the Firm by the Client under this Agreement shall be in writing and sent to the Firm via email or as agree by both Parties;

5.2.5 Unless in the case whereby the Client avails itself to the hold mail arrangement, all written communications by the Firm to the Client under this Agreement shall be sent to the last address notified to the Firm by the Client;

5.2.6 All telephone conversations with the Client for negotiating, agreeing, arranging and confirming transaction and for the passing of instructions may be recorded by the Firm in accordance with the FSC Law.

6. Termination of Agreement

6.1 The Parties may terminate this Agreement as per the Provisions of the **Terms and Conditions**.

7. Client Assets

7.1 With respect to the Client's monies and assets, the Client hereby expressly:

(a) authorizes the Firm to inform and instruct the Custodian without affecting the generality of the foregoing:

(i) with respect to all investment decisions relating to the investment or re-investment of the monies and assets;

(ii) to use the monies in the said account with the custodian to fulfill and pay all obligations and liabilities arising out of or due in respect to this Agreement, including all sums payable upon any such investments, Firm and brokerage charges, interest, rates, taxes and other levies on such investments.

8. Compliance with Guidelines and Regulations

8.1 The Firm is wholly responsible for the compliance with the laws and regulations of the FSC and shall put in place proper controls and procedures to ensure full compliance with the said FSC Laws as amended from time to time by the FSC.

8.2 The Firm is wholly responsible for the compliance of investment guidelines and limits as defined or issued by the Client from time to time.

8.3 Should there be any breaches to the above guidelines and limits, the Firm is required to inform the Client within 7 business days from the date of occurrence and advise the proposed rectification actions.

9. Taxation

9.1 For the avoidance of doubt, it is declared that the Client and its tax advisers remain fully and solely responsible for the management of the Client's affairs for tax purposes.

10. Liability

10.1 The Firm will act in good faith and due diligence to the extent permitted by the FSC Laws and Rules. Neither the Firm nor any agent employed by the Firm shall be liable for any loss to the Client however arising, except to the extent that such loss is due to the gross negligence, willful default or fraud of the Firm or its respective employees.

10.2 The Firm shall not be liable for any default of any counterparty, Firm, fund houses, Custodian, sub-custodian or other person or entity that holds money, Investments or other documents of title on behalf of the Client.

10.3 No warranty is given by the Firm as to the performance or profitability of the Portfolio or any part of it.

10.4 In the event a conflict of interest occurs, and the Firm has knowledge of such a conflict of interest, the Firm must manage such conflict of interest by:

(a) establishing and maintaining effective Chinese walls to restrict the communication of that knowledge;

(b) disclosing the material interest or conflict of interest to the Client in writing either generally or in relation to a specific transaction; or

(c) relying on a written policy of independence, which requires an employee to disregard any conflict of interest or material interest when advising a Client or exercising discretion.

10.5 The Firm shall decline to provide any services to that Client, if the Firm is unable to ensure fair treatment for the Client.

10.6 The Client shall take over and indemnify the Firm against all claims by third parties which may be made against either of them in connection with their services under this Agreement, except to the extent that the claim is due to the willful default or fraud of the Firm or its respective employees. The Firm shall inform the Client of any such claims in respect of which an indemnity is sought under this Agreement.

11. Client's Warranties

11.1 The Client warrants that it has full power to enter into a business relation and/or Agreement with the Firm as per the Provisions of this Agreement as well as the Legal Documents.

11.2 The Client warrants that any information which it has provided to the Firm in relation to its status, including in particular its residence and domicile for taxation purposes, is complete and correct and agrees to provide any further information properly required by any competent authority. The Client will notify immediately the Firm forthwith if there is any material change in any such information provided.

12. Confidentiality

12.1 The parties to this Agreement will, at all times keep confidential information acquired in consequence of it, except for information which they may be entitled or bound to disclose under compulsion of law, or where requested by regulatory agencies, or to their professional advisers where reasonably necessary for the performance of their professional services.

12.2 If the Firm or its Associate knows or suspects that the Account may be used to process the proceeds of crime, the Firm or its Associates is/are obliged to report the fact and nature of its knowledge or suspicions to the Financial Intelligence Unit of the Republic of Mauritius.

13. Amendments

13.1 To the extent permitted by law, the Firm may change and vary any provision of this Agreement by giving written notice (the "Variation Notice") to the Client. A change or variation to this Agreement will take effect on the date specified in the Variation Notice (the "Variation Date"). The Variation Date will be at least two weeks later than the date of the Variation Notice, unless any relevant law, regulation, rule or action of any applicable government or regulator otherwise requires.

13.2 No amendment to this Agreement will be effective unless agreed to in writing by the Firm.

14. Assignment

This Agreement is personal to the Client and shall not be capable of assignment by the Client or of being transferred by it. The Firm may, subject to the Client's agreement, appoint any appropriate Associate as manager in its place and shall then transfer to such appointee all the benefits of this Agreement and all the duties and obligations of the Firm.

15. Data Protection

15.1 The Data Protection Act of Mauritius imposes requirements on persons who process "personal data" and "sensitive personal data" ("Data"). Both parties agree to abide by the provisions of the Law as may be amended from time to time.

15.2 The Firm shall process Data given to it for the purpose of implementing this Agreement and in accordance with the Law. The Client agrees that the Firm may, subject to the Law, transfer the Data about the Client to third parties, the Custodian or to other members of the Firm's Group, which include companies outside the Republic of Mauritius for the purposes set out in this clause. The Firm may also obtain Data about the Client from other members of the Firm's Group.

15.3 If relevant, the Client hereby represents and warrants to the Firm that they have all the necessary and relevant permissions of all relevant data subjects to carry out the processing of the Data that this Agreement contemplates, including any transfer of the Data outside the Republic of Mauritius.

16. Entire Agreement

16.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes other prior or contemporaneous written or oral understandings with regard to the subject matter hereof.

16.2 Any modification of this Agreement and any waiver of any part of this Agreement must be in writing and executed by the parties hereto unless expressly stated otherwise in the Agreement.

17. Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of the rest of that provision or of any other provision of this Agreement or in any other jurisdiction of any provision of this Agreement.

18. Governing Law and Jurisdiction

This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Mauritius and shall be subject to the nonexclusive jurisdiction of the courts of Mauritius.





stonefort

SECURITIES