

MEGA FINANCE

Client Agreement

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1. INTRODUCTION

- 1.1 MEGA FINANCE (hereinafter referred to as 'the 'Company') is a regulated investment dealer company.
- 1.2 The Company is incorporated in the Republic of Mauritius. The Company is authorised and regulated by the Financial Services Commission Mauritius ('FSC') (<https://www.fscmauritius.org/en>).

2. ACKNOWLEDGEMENT

- 2.1 The client acknowledges that he/she has read, understood and accepted the Client Agreement and the Terms and Conditions, as amended from time to time, in addition to any information contained within the Company's website available online at [.] , including but not limited to the information contained within the 'Legal Information' and the 'Legal Documentation' sections (together, the 'Service Agreement').
- 2.2 By accepting the Service Agreement, the client enters into a legally binding agreement with the Company.
- 2.3 The client acknowledges that the Company's official language is the English language.

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3. SCOPE OF THE CLIENT AGREEMENT

- 3.1 The Client Agreement forms the basis on which the Company provides investment services to the client.
- 3.2 The Client Agreement is non-negotiable and overrides any other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise. If the Client Agreement were to be amended, reasonable notice shall be given to the client.

4. COMMENCEMENT OF THE SERVICE AGREEMENT

- 4.1 The Service Agreement shall commence once the prospective client receives an e-mail that contains the trading account number.

5. INTERPRETATION OF TERMS

- 5.1 Unless indicated to the contrary, the defined terms included in the Client Agreement shall have a specific meaning and may be used in the singular or plural as appropriate.

Authorised Representative or Attorney: Shall mean either the person who is expressly authorised by the client to act on his/ her behalf; the abovementioned relationship is documented through a Power of Attorney, a copy of which is held by the Company.

Balance:

Shall mean the funds available in a trading account that may be used for trading financial instruments.

Balance Currency:

Shall mean the currency that the trading account is denominated in; it should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

Client:

Shall mean either the natural or legal person who received the e-mail referred to in paragraph 4.1, above.

Client Money:

Shall mean money that is paid into the Company and is held for the Client. It is calculated as money deposited by the Client in his/her Trading Account, plus or minus any unrealised or realised profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa.

Closed Position:

Shall mean a trading position which is no longer an open position.

Equity:

Shall mean the balance plus or minus any profit or loss that derives from any open positions.

Fair Stop Out:

Shall mean the closing of positions with the highest *Margin* in the event the *Margin Level* falls beneath the required minimum.

Free Margin:

Shall mean funds that are available for opening a position. It is calculated as follows:
Free Margin = Equity - Margin

Margin:

Shall mean the required funds available in a trading account for the purposes of maintaining an open position.

Margin Level:

Shall mean the Equity to Margin ratio calculated as: *Margin Level = Equity / Margin*

Open Position:

Shall mean any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

Prospective Client:

Shall mean either a natural or legal person who completed the application form, that is available online at: []

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Service Agreement:

Shall mean the Client Agreement, as amended from time to time.

Trading Account:

Shall mean the account, which has a unique number, maintained by a client for the purposes of trading financial instruments through the Company trading platform(s).

Value Date:

Shall mean the delivery date of funds.

Vault:

Shall mean the account, which has a unique number, maintained by the *client* for the purposes of undertaking funding related activities.

6. PROVISION OF SERVICES

- 6.1 The Company provides investment services to the *client*, details of which are provided by the FSC:
<https://www.fscmauritius.org/en/licensing/applying-for-a-licence/securities> .
- 6.2 The Company offers, on an execution-only basis, a number of financial instruments to the *client*, the contract specifications of which are available online at [].
- 6.3 The trading conditions and execution rules of the financial instruments on offer by the Company can be found online at [], at any given time. Upon notice to the client, the Company reserves the right to amend, from time to time, both the trading conditions and execution rules. Even if the Company amends any part of the trading conditions and/ or execution rules the client continues to be bound by the Service Agreement, including but not limited to any amendments that have been implemented.
- 6.4 Under no circumstances, the Company shall provide investment advice or recommendation to the *client* or state an opinion in relation to a transaction. The *client* understands that if necessary, independent advice should be sought in relation to trading financial instruments, including but not limited to trading specific financial instruments, investment strategies pursued, charges and tax implications.
- 6.5 The Company, from time to time and as often as it deems appropriate, may issue material ('the Material'), which contains information including but not limited to the conditions of the financial market, posted through its website and other media. It should be noted that the Material is considered to be marketing communication only and does not contain, and should not be construed as containing, investment advice and/or an investment recommendation and/or, an offer of or solicitation for any transactions in financial instruments. The Company makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by any employee of the Company, a

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third party or otherwise. The Material is not prepared in accordance with legal requirements promoting the independence of investment research and it is not subject to any prohibition on dealing ahead of the dissemination of investment research. All expressions of opinion included in the Material are subject to change without notice. Any opinions made may be personal to the author and may not reflect the opinions of the Company.

- 6.7 The *client* understands that no physical delivery of a CFD's underlying instrument (or reference instrument) that he/ she traded through his/ her *trading account* shall occur.
- 6.8 The *client* accepts that the Company is the only execution venue, which is a non-regulated market.
- 6.9 The *client* may trade through his/ her trading account from 00.00.01 (GMT+8) on a Monday until 00.00.00 (GMT+8) on a Friday.
It should be noted that trading of certain financial instruments occurs during specific timeframes; the *client* is responsible for looking at the contract specifications of such instruments for further details, prior to trading. The *client* shall be notified of any Company holidays through the internal e-mailing system.
- 6.10 the Company is entitled to refuse the provision of any investment or ancillary service to the *client*, at any time, without being obliged to inform the *client* of the reasons to do so in order to protect the legitimate interests of both the *client* and the Company.

7. CAPACITY

- 7.1 the Company shall act, at all times, as principal.
- 7.2 The Company does not accept the *authorized representative* as a *client*, unless specifically agreed otherwise. However, the *authorised representative* may give instructions to the Company on the *client's* behalf.
- 7.3 The *client* authorises the Company to rely and/or act on any instructions sent by the former to the latter, without the need on the Company's part for confirming the authenticity of the instruction or the identity of the person communicating the instruction.

8. ASSURANCES AND GUARANTEES

- 8.1 The *client* assures and guarantees that:
 - 8.1.1 the Funds, according to paragraph 9.1 below, belong to the client and are free of any lien, charge, pledge or other encumbrance;
 - 8.1.2 the Funds, according to paragraph 9.1 below, are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and
 - 8.1.3 he/ she acts for his/herself and is not a representative or trustee of a third person, unless he/she produces to the satisfaction of the Company document(s) to the contrary.
- 8.2 The *client* guarantees the authenticity and validity of any document sent to the Company during (i) the account opening process and (ii) throughout the duration of the contractual relationship between the parties.

9. CLIENT MONEY

- 9.1 Unless otherwise indicated, the Company will deposit any Client Money in one or more segregated account(s) held with an institution, separated from the Company's money; this means that Client Money is treated as belonging to the Client and under no circumstances the Company will use Client Money, at any time, to meet any of its obligations. The Client Money will be pooled with money belonging to other Clients so an individual Client will not have a claim against a specific sum in a specific account, in the event of insolvency. A Client's claim will be against the Client Money pool in general. The Company will exercise all due skill, care and diligence in the selection, appointment and periodic review of the institution where the Client Money is deposited. It should be noted, that segregated account(s) will be established, maintained and operated according to the applicable rules and regulations. The Company will give instructions to the banking institution(s) regarding the transfer and movement(s) of the Client Money. If the Client has an Open Position the Company reserves the right, at any time and at the Company's sole discretion, to set-off any unrealised losses incurred in respect of an Open Position against any of the Client Money that is held by the Company to the Client's credit. In effect, this means that the Company based on the conditions referred to above may transfer any part of any unrealised losses from a banking institution to an account of the Company. At the same time, the Company may transfer any unrealised profit incurred as a result of an Open Position from a Company account to a Client Money account held in a banking institution.
- 9.2 the Company shall not be responsible for the solvency, act(s) or omission(s) of any banking institution with which Client Money is held.
- 9.3 the Company is not obliged to pay interest to the *client* for the Funds deposited.
- 9.4 As long as the *margin* remains in the *client* account, the *client* agrees that the Company has the right to transfer ownership of the *client's margin* from the client to the Company, to be kept by the latter as security, and be returned by the Company to the *client* on completion of the *client* trade(s). In this case, the *margin* will be considered as debt due by the Company to the *client* and not as *client money*, therefore it could be used by the Company subject to the repayment obligation. Irrespective of the above, the *balance* and *equity* of the *client* account(s) remain unaffected and the *client* may normally continue his/ her trading and/ or other activity.
- 9.5 Subject to any restrictions referred to in this Agreement regarding the operation of the *vault*, the client has the right to withdraw to their *vault* any part of the Funds equal to the free margin that is available in the relevant trading account provided that there are Funds available.
- 9.6 The client accepts that the Funds shall be deposited in his/ her *vault* on the value date received by the Institution, net of any transfer fees or other

charges incurred by the Company that are imposed by the Institution (or intermediary involved in the process) that holds the Funds.

- 9.7 The *client* accepts that the Funds shall be deposited in his/ her *vault* only if the Company is satisfied that the sender of the Funds is the *client* or his/ her *authorised representative*; if the Company is not satisfied as to the above then the Company has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds.
- 9.8 The *client* accepts that withdrawal of any part of the Funds shall be concluded using the same transfer method and the same remitter as the one which the Company originally received the Funds from; under such circumstances, the Company shall return the part of the Funds requested net of any transfer fees or other charges incurred by the Company.
- 9.9 the Company reserves the right to decline a withdrawal that the *client* requested using a specific transfer method and has the right to suggest an alternative.
- 9.10 If, at any time, the Company is not satisfied with the documentation provided by the *client* in relation to the withdrawal/ deposit, the Company reserves the right to reverse to the remitter any part of the Funds net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds.
- 9.11 The *client* accepts that the Institution may reverse any part of the Funds, for any reason; as a result, the Company shall immediately reverse the respective amount from the *trading account* net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds. The *client* accepts that this may result to a negative *balance* in the *trading account*.
- 9.12 The *client* accepts that any requests that relate to the administration of the *trading account* shall be made through the Company Client Portal []
- 9.13 The Company shall take all reasonable steps to ensure that the *client* is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.
- 9.14 If the *client's trading account* is inactive for 6 months, the Company reserves the right to charge an account maintenance fee of USD15 (or currency equivalent) in order to maintain the *trading account* open.
- 9.15 If the *client's trading account* has Funds of less than USD15 (or currency equivalent), the Company reserves the right to close the account, after notifying the *client* accordingly, and charge a relevant fee.
- 9.16 After the first 6 months of inactivity, the Company maintains the right to charge an account maintenance fee of USD5 per month for every month of inactivity.

- 9.17 The client can be informed about the typical processing times of their deposits/ withdrawals through the Company's official website.
- 9.18 The Company reserves the right to request additional information and/or documentation to satisfy itself that the client's request concerning their deposits/ withdrawals is legitimate. In addition, the Company reserves the right to reject such a request if it deems that this may not be legitimate. The client accepts that under such circumstances there may be a delay in processing the request.

10. CHARGES

- 10.1 Prior to trading CFDs the *client* needs to consider any applicable charges such as spread(s), commission(s), and swap(s). The *client* is solely responsible for requiring clarifications from the Company in relation to the above, if necessary.
- 10.2 The *client* should note that not all charges are represented in monetary terms (for example, charges may appear as a percentage of the value of a CFD); therefore, the *client* needs to ensure that he/ she understands the amount that the percentage amounts to.
- 10.3 The Company reserves the right to change, from time to time, any of the charges applicable to *clients* when trading financial instruments without prior written notice to the latter; the most up-to-date information shall be found online at []
- 10.4 The *client* should note that any applicable charges shall be instantly deducted from his/ her *trading account*.

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Spread(s) and Commission(s)

- 10.5 The applicable spreads (which include the Company's mark-up, if applicable) and commissions charged when conducting a trade are available online at []

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Swap(s) or Finance Fee

- 10.6 The swap or finance fee is the interest added or deducted for holding an *open position* overnight.
- 10.7 Depending on the position held and the interest rates of the currency pair involved in a transaction the *client* may either be credited or debited with a financing fee; the operation is conducted at 23:59 server time and the resulting amount is automatically converted into the *client's balance currency*.
- 10.8 From Monday to Thursday swap is charged once and from Friday to Saturday swap is charged in triple size (to cover for the costs of carrying the trade over the weekend). It should be noted that the Company charges its own interest; the rollover interest rates of the Company are based on the overnight rate provided by Bloomberg; the Company updates such rate as often as it deems necessary. It should also be noted that if there is a market for a particular instrument over the weekend, then swaps will only be charged once on Friday, as well as once on Saturday and Sunday.

10.9 Further information regarding swaps can be found on []

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11. LIABILITY

- 11.1 The Company shall, at all times, conclude *client's* transactions in good faith.
- 11.2 The Company bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Company with information in relation to the execution of the *client's* transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of the Company.
- 11.3 The Company bears no responsibility for any loss of opportunity that results in reduction in the value of the *client's* transactions in financial instruments, regardless of the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the Company's deliberate actions or omissions.

12. INDEMNITY

- 12.1 The *client* shall indemnify, or indemnify on demand, the Company for any costs incurred under the provision of investment or ancillary services by the latter, including but not limited to (i) the *client's* breach of the Service Agreement or (ii) false or misleading information provided by the *client* to the Company.

13. DURATION OF THE SERVICE AGREEMENT

- 13.1 The Service Agreement shall be effective since the day described in the 'Commencement of the Service Agreement' section, for an indefinite time period until its termination or default.

14. AMENDMENTS TO THE SERVICE AGREEMENT

- 14.1 The Company reserves the right to amend, from time to time, any part of the Service Agreement, especially if the Company deems that such amendments are necessary given an announcement by a regulatory authority of a competent jurisdiction. Under such circumstances, the *client* shall be notified either in writing or through the Company's website accordingly and shall reserve the right to accept or deny the amendments; it should be noted that the *client's* consent is not required for any amendment to be effective immediately.

15. TERMINATION AND DEFAULT

- 15.1 The *client* reserves the right to terminate the Service Agreement within 15 (fifteen) business days from the announcement of an amendment under the 'Amendments to the Service Agreement' section above, by sending a notification through registered post to the Company's registered address or by sending an e-mail to a designated recipient of the Company, given that there are no *open positions* traded through the relevant *trading account* and the *client* has no outstanding obligations to the Company.

- 15.2 The Company may terminate the Service Agreement by giving the *client* at least 7 (seven) business days written notice, specifying the termination date.
- 15.3 The *client* accepts that the Company reserves the right to terminate the Service Agreement immediately by providing the former with a written notice, if paragraph 15.4, below, becomes effective.
- 15.4 The Company shall immediately terminate the Service Agreement, in the event of:
 - 15.4.1 a violation of any part of the Service Agreement on behalf of the client;
 - 15.4.2 an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up proceedings that involve the client;
 - 15.4.3 a client's death; and
 - 15.4.4 a client involving the Company in any type of fraud.
- 15.5 A termination of the Service Agreement shall not imply that any of the *client's* responsibilities cease to exist; the latter shall still be liable to pay to the Company any amount that is due to the Company or any expenses that are incurred by the Company, as a result of the termination of the Service Agreement; and any damage that has arisen because of an arrangement or settlement.
- 15.6 Upon termination of the Service Agreement under paragraph 15.1, above, the Company shall immediately transfer to the *client* any amount available in the relevant *trading account* minus any outstanding amount that is due to Company by the *client*.
- 15.7 If paragraph 15.4, above, becomes effective the Company reserves the right to reverse any transactions that are deemed to be contrary to the Company's or the *clients'* interests.

16. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 16.1 The Company is responsible for any *client's* personal data kept by the Company according to the processing of Personal Data (Data Protection Act 2017).
- 16.2 The Company shall not disclose to a third party, any of the *client's* confidential information unless required to do so by a regulatory authority of a competent jurisdiction; such disclosure shall occur on a 'need-to-know' basis, unless otherwise instructed by, *inter alia*, any governmental body, subject to the provisions of applicable legislation. Under such circumstances, the Company shall expressly inform the third party regarding the confidential nature of the information.
- 16.3 The *client* accepts and consents that the Company may, from time to time, contractually engage companies for statistical purposes in order to improve the Company's marketing; as a result, some or all of the *client's* personal data may be disclosed on an anonymous and aggregated basis only.

17. RECORDINGS OF TELEPHONE CALLS

- 17.1 The content of any telephone call ('the Telephone Record') between the *client* and the Company may be recorded and saved as electronic record. The *client* agrees that the Company has the right to use the Telephone Records as it deems necessary, including but not limited to instances when a dispute arises between the *client* and the Company.
- 17.2 All instructions received from the *client*, during a telephone call, in relation to trading financial instruments shall be conclusive and binding.
- 17.3 The Company may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the *client*.

18. CONFLICTS OF INTEREST

- 18.1 The *client* accepts that a conflict of interest may arise when the interest of the Company competes or interferes, or appear to compete or interfere, with the *client's* interests under the Service Agreement.
- 18.2 Specifically, the *client* accepts that:
 - 18.2.1 The Company may execute at the same time instructions by different *clients* that are opposite to one another;
 - 18.2.2 The Company may establish business, including but not limited to trading relationships, with other issuers of financial instruments and the Company may have a financial interest in such instruments;
 - 18.2.3 The Company may pay commission or any other related fee to a third party as a result of introducing the *client* (under such circumstances the *client* shall be notified accordingly).
- 18.3 For further details, please read the Conflicts of Interest Policy available online at: []

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19. DIRECT CONTACT CONSENT

- 19.1 The *client* consents that any communication received by the Company, from time to time, in relation to the Service Agreement or any other communication in relation to marketing does not breach any of the *client's* rights under the Service Agreement.

20. REPRESENTATIONS AND WARRANTIES

- 20.1 The *client* represents that he/ she has not been coerced or otherwise persuaded to enter into the Service Agreement.
- 20.2 The *client* declares that he/ she is over 18 (eighteen) years of age (in case the *client* is a natural person) or has full capacity (in case the *Client* is a legal person); therefore, the *client* may enter into the Service Agreement.
- 20.3 The *client* accepts that the Company reserves the right to revoke at any time, without prior written notice, any Power of Attorney documents that govern the relationship of the *client* with his/ her *authorised representative*.
- 20.4 the Company is not engaging in any action(s), which may be deemed to constitute a solicitation of financial services. The client declares that he/ she is fully aware of any requirements and implications, including but not limited to any restrictions or reporting requirements, set by his/ her local jurisdiction

in relation to entering the Service Agreement and any trading he/ she undertakes with the Company and further undertakes to comply with all such applicable requirements.

- 20.5 The *client* declares that any trading in financial instruments is proportional and/ or reasonable to his/ her specific financial situation and that independent financial advice has been sought, or will be if necessary.
- 20.6 The *client* accepts that the trading of any transactions in financial instruments shall occur only through the Company trading platforms(s) available at any given time to the *client*.
- 20.7 The *client* accepts the contract specifications for each financial instrument available online at []. In addition, the *client* accepts that the Company reserves the right to change the contract specifications without giving him/ her prior written notice.
- 20.8 If *client* is more than one natural or legal persons, the *client's* obligations and liability under the Service Agreement shall be joined and several; under the above mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form the *client*.
- 20.9 The *client* accepts that the Company shall take all reasonable steps to ensure compliance with applicable rules and regulations; such reasonable steps shall be binding upon the *client*.
- 20.10 The *client* accepts the fact that the Company shall have a lien on any amount that is deposited in his/ her *trading account* that is due for payment by the former to the latter. Although the Company does not need the *client's* consent in order to exercise the lien the former shall notify the latter of its intention, accordingly.
- 20.11 The *client* represents that if an amount is due for payment to the Company, the later shall be entitled to debit the *client's trading account*, accordingly.
- 20.12 The *client* consents that if his/ her *trading account* is inactive for six months and its *balance* is less than USD 15 (fifteen), or currency equivalent, then the Company may at its discretion disable the *trading account*. The *client* may enable his/ her *trading account*, at any time; the status of a *trading account* can be viewed through the Client Portal.

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21. FORCE MAJEURE EVENT

- 21.1 The Company shall, in its reasonable opinion, determine that a force majeure event occurred; under such circumstances the Company shall take all reasonable steps in order to inform the *client*.
- 21.2 A force majeure event is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economic, act of god or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include

instances of illegitimate actions against the Company servers that may be outside the control of the *client* or the Company.

- 21.3 If the Company determines that a force majeure event occurred, without prejudice to any other rights of the client under the Service Agreement, the Company may:
- 21.3.1 increase margin requirements; and/ or
 - 21.3.2 increase spreads; and/ or
 - 21.3.3 decrease leverage; and/ or
 - 21.3.4 close-out, in good faith, any open positions at a price that the Company considers reasonable; and/ or
 - 21.3.5 request amendments to any closed positions; and/ or
 - 21.3.6 suspend the provision of investment and/ or ancillary services to the client; and/ or
 - 21.3.7 amend any of the content of the Service Agreement on the basis that it is impossible for the Company to comply with it.

22. GOVERNING LAW AND JURISDICTION

- 22.1 The *client* accepts that the Service Agreement and any investment and/ or ancillary services provided under it by the Company shall be governed by the law of the Republic of Mauritius.
- 22.2 Any proceedings and their settlement that may involve the Company and the *client* shall take place in the competent courts of the Republic of Mauritius.

23. MISCELLANEOUS

- 23.1 Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the *client* to the Company in writing and shall be sent to the Company's registered office address, which appears on the 'Contact Us' page. Any notice, instruction, request or other communication shall be effective when received by the Company.
- 23.2 The *client* shall not, under no circumstance, assign or transfer any of his/ her rights and/ or obligations under the Service Agreement to another natural or legal person.
- 23.3 The *Company* may, under certain circumstance, assign or transfer any of its rights and/ or obligations under the Service Agreement to another natural or legal person, in whole or in part provided that such natural or legal person agrees to abide by the Service Agreement.

24. SEVERABILITY

If, for any reason, a part of the Service Agreement is deemed to be unenforceable by a court of competent jurisdiction then such part shall be severed from the Service Agreement and the Service Agreement shall remain effective and enforceable, save for the severed part thereof.

25. FAQs

- 25.1 Questions regarding the Terms and Conditions should be addressed, in the first instance, to the Customer Support Department.
- 25.2 Customer Support Department
Email: []
Telephone: +xxxxxxxxxx

26. ADDITIONAL CONTACTS

- 26.1 Dealing Department Telephone: +xxxxxxxxxx
- 26.2 Compliance Department Email: []

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