

ICM MENA Securities and Financial Products Promotion L.L.C Terms and Conditions

1. Definitions

1.1 **"Company"** means *ICM Mena Securities and Financial Products Promotion L.L.C*, incorporated under the laws of Dubai with commercial license number 1456068, legal type as Limited Liability Company – Single Owner (LLC-SO), regulated by the Securities and Commodities Authority ("SCA") under certificate of regulation number 20200000260, regulated on 18 March 2025, authorised to conduct activities of Introduction and Promotion.

1.2 **"Client"** means the person whose details are submitted through the Company's onboarding process, who is classified as a potential client and seeks regulated financial services through the Company in the field of the financial market, specifically introduction to financial services and promotions.

1.3 **"Regulated Entity"** means *ICM Capital Limited (MU)*, regulated by the Financial Services Commission, Mauritius ("FSC Mauritius"), to which the Company may introduce the Client.

1.4 **"Confidential Information"** means all information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), in whatever form, whether oral, written, or electronic, that is not publicly available and relates to the Specified Purpose (as defined in clause 4.2).

1.5 **"Specified Purpose"** means the introduction of the Client to the Regulated Entity in accordance with this Agreement.

2. Terms and Conditions

The following terms and conditions govern the relation between the Company and the Client.

1. The Client understands and acknowledges that the Company is authorised under SCA Category 5 (Arranging and Advising) to conduct Introduction and Promotion activities, in accordance with SCA regulations and that the Company's role is strictly limited to introducing the Client to the Regulated Entity and does not extend to negotiation, execution, or management of any agreement between the

Client and the Regulated Entity. The Company shall not and may not provide investment advice, legal advice, financial advice, or any recommendations as to the merits or suitability of engaging with the Regulated Entity. The Company shall not act as an adviser, fiduciary or agent of the Client.

2. The Client understands and acknowledges that in the event he/she/it decides to deal with or through the Regulated Entity, he/she/it will enter into a separate agreement with the Regulated Entity and establish a contractual relation with the Regulated Entity. The Company shall be considered a third party to the relation between the Client and the Regulated Entity and the Company shall have no role and no obligations and shall make no representations and no warranties in respect of the relation between the Client and the Regulated Entity. The Client further understands that the Company does not have any authority to bind or represent the Regulated Entity towards third parties including but not limited to the Client. The Company has no authority to interfere with the business of the Regulated Entity.
3. The Client acknowledges that he/she/it has sought independent professional advice prior to entering into this Agreement including legal and financial advice.
4. The Company will not charge the Client any fees for the introduction. Any fees payable for such introduction shall be agreed between the Company and the Regulated Entity.
5. The Client retains sole discretion and responsibility to decide whether to engage in any business relationship with the Regulated Entity.
6. The Company shall have no liability whatsoever in respect of any relationship, transaction, or arrangement between the Client and the Regulated Entity following the introduction.
7. To the maximum extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, or consequential losses suffered by the Client as a result of trading with any Regulated Entity.
8. The Client shall indemnify and hold harmless the Company from any claims, losses, or damages arising from the Client's activities with the Regulated Entity, except where caused by the Company's fraud or gross negligence.

9. This Agreement shall commence on the date first above written and remain in force until terminated by either Party. Either Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party. Termination shall not affect any accrued rights or obligations existing as of the termination date.
10. Each Party may receive Confidential Information from the other solely for the Specified Purpose. All Confidential Information remains the property of the Disclosing Party at all times. The Receiving Party shall:
 - a. not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
 - b. not use the Confidential Information for any purpose other than the Specified Purpose; and
 - c. ensure that any approved disclosure is subject to equivalent confidentiality obligations via a separate non-disclosure agreement. The Receiving Party shall remain fully liable for any breach of confidentiality obligations by any third party to whom it discloses Confidential Information. This clause shall remain in force for a period of three (3) years from the date of this Agreement, notwithstanding its termination or expiry.
11. This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. The Parties submit to the non-exclusive jurisdiction of the Dubai courts.
12. Each Party shall bear its own costs related to the negotiation and execution of this Agreement.
13. A failure or delay in exercising any right under this Agreement shall not constitute a waiver of that right.
14. If any provision of this Agreement is found invalid or unenforceable, it shall be severed, and the remaining provisions shall remain in full force and effect.
15. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior understandings, agreements, or representations, whether oral or written.
16. This Agreement may be executed in counterparts (including electronically), each of which shall be deemed an original, and all of which together constitute one instrument. Each Party consents to the execution of this Agreement by electronic means and agrees that such electronic execution constitutes valid and binding acceptance. The Client acknowledges and agrees that electronic



acceptance of these Terms and Conditions shall be deemed equivalent to the application of a handwritten signature for all purposes and has the same legal effect under applicable law. This Agreement may be delivered in electronic or digital form, and no Party shall deny its enforceability solely because it is in electronic form.

17. By clicking "I Agree," checking the acceptance box, or otherwise electronically accepting these Terms and Conditions, the Client confirms they have read, understood, and agreed to be bound by this Agreement as if it had been physically signed.