



stonefort Introduction Agreement

Date:

INTRODUCTION AGREEMENT

This introduction agreement (the “**Agreement**”) is entered into and becomes effective on the date of its acceptance by the Client, in line with the respective action undertaken by the Client pursuant to Clause 5.15 below, by and between:

- (A) **STONEFORT SECURITIES LLC**, holding a Category 5 License (No. 20200000226) issued by the United Arab Emirates’ Capital Market Authority, through which it is authorized to conduct Financial Consultation, Promotion, and Introduction activities, having its registered office address situated at Office 3204, 32nd floor, Anantara Business Tower, Marasi Drive, Business Bay, Dubai, United Arab Emirates (the “**Company**”), and
- (B) with email address of nationality (to be completed in case of natural person)/ registered in (to be completed in case of legal person or organization), holder of mobile phone number, who/ which (as applicable), desires to be provided with investment services, and for this purpose, is relevantly interested to be introduced to the Regulated Entity by the Company (hereinafter referred to as the “**Client**”).

The Company and the Client shall hereinafter, wherever the context requires, be collectively referred to as the “**Parties**”, and each, as the “**Party**”.

WHEREAS:

- (1) In view of the immediately aforesaid, the Client desires for the Company to introduce the Client to the Regulated Entity.
- (2) The Company has accepted to make such introduction, subject to the terms and conditions of the Agreement.

1. OBJECTIVE AND PURPOSE

In line with its license (as identified hereinabove), the Company shall, pursuant to the Agreement, introduce the Client to Stonefort Securities Limited (holder of a full-service dealer (excluding underwriting) license (license No. GB 24202921) issued by the Mauritius Financial Services Commission, whose registered office address is situated at The Gardens, Ground Floor, Bagatelle Office Park, Bagatelle, Moka 80832, Republic of Mauritius (the “**Regulated Entity**”), with which (Regulated Entity) the Client desires to contract and/or engage and/or conduct business with, for the purpose of the Regulated Entity providing investment services to the Client.

2. AGREEMENT SCOPE

- 2.1. The Parties agree that the only role of the Company under the Agreement is strictly limited to the introduction of the Client to the Regulated Entity, and that in this context, it is the Regulated Entity (and not the Company) that is the only entity with which the Client will transact.
- 2.2. The decision of whether to onboard the Client as a client of the Regulated Entity, lies solely with the Regulated Entity, and the Company cannot influence and/or change such decision, in any way, shape, or form.
- 2.3. The Company shall not be liable for the Client's trading and/or other decisions nor for any trading and/or other decisions taken by the Regulated Entity nor for the initiation and/or performance and/or maintenance and/or termination of the relationship between the Client and the Regulated Entity nor for the performance of the Regulated Entity (as a whole) and/or the Client (as a whole) nor for any actions and/or omissions of the Client and/or the Regulated Entity.
- 2.4. The Company shall not charge the Client any fees for the abovementioned introduction, since the Company will receive such introductory fees from the Regulated Entity.
- 2.5. The Client declares that the Client's decision to be introduced to the Regulated Entity from the Company is taken by the Client at its own volition, with no coercion and/or pressure and/or assurance and/or promise and/or warranty from the Company and/or the Regulated Entity.

3. CONFIDENTIAL INFORMATION

- 3.1. As used herein, the term “**Confidential Information**” means technical data and/or know-how and/or information and/or documentation exchanged by the Company by virtue of the Agreement, and/or the Company's and/or the Company's Group's and/or its/their affiliated entities, details and/or plans and/or forecasts and/or service lists and/or authorizations and/or prices and/or estimate prices and/or valuations and/or communications and/or information of shareholders and/or officers and/or employees and/or service providers and/or collaborators and/or advisors and/or introducing brokers and/or affiliates and/or product plans and/or service plans and/or jurisdictional plans and/or marketing plans and/or expansion plans and/or financial projections and/or financial results and/or management accounts and/or financial statements and/or customer lists and/or potential customer lists and/or budgets and/or salaries and/or service costs and/or business and/or sales forecasts and/or general and/or specific business and/or sales and/or human resources details and/or patents and/or patent applications and/or intellectual property and/or intellectual property applications and/or computer object and/or source code and/or research and/or inventions and/or processes and/or designs and/or drawings and/or any other information and/or documentation which, to a reasonable person, would appear to be confidential, and thus, subject to the confidentiality and non-disclosure obligations of the Agreement.
- 3.2. The Parties agree that information and/or documentation shall not be treated as Confidential Information, only if all members of the Company's Board of Directors confirm this matter to the Client in writing.

3.3. The Client agrees that it shall keep the Confidential Information secret and confidential and shall not disclose them to any third-party.

3.4. If the Company requests (such request being in writing) for the Confidential Information that it has so disclosed to the Client to be returned and/or destroyed (as applicable), the Client shall comply accordingly, and shall, within 5 calendar days, proceed with the action which will be so requested by the Company (as stipulated above), immediately following which, it shall confirm to the Company (in writing) that the requested action has been undertaken successfully.

3.5. Confidential Information is, and shall, at all times, be, provided on an “as is” basis, and the Company makes no representations to the Client, as to the accuracy and/or completeness of such Confidential Information.

4. PERSONAL DATA

4.1. The Company acknowledges that the Client's personal data is proprietary and shall only be used for the benefit of the Client.

4.2. The Company is committed to safeguarding the Client's privacy, while ensuring, in parallel, that all personal data is collected, processed, and retained in accordance with the applicable data protection laws and regulations of Dubai, United Arab Emirates. The Company shall process such data lawfully, fairly, and solely for specified, legitimate purposes, implementing appropriate technical and organizational measures to prevent unauthorized access, disclosure, or misuse.

4.3. The Company and/or the Company's Group¹ entities, and/or its/their affiliates and/or introducing brokers, may collect, process, and utilize the Client's information for marketing and/or advertising purposes, and/or in order to keep the Client informed about additional products, services, and promotional offers, including those provided by third-parties. The Company may communicate such information through various means, including, but not limited to, postal mail, facsimile, electronic communication, email, or, telephone, or in the appropriate way which the Company deems fit.

4.4. The Company will use, store, process, and handle personal data provided by the Client, in accordance with the applicable laws of Dubai.

4.5. The Company has the right to disclose the Client's personal data without prior notice to the Client, in order to provide the services under the Agreement, to cooperate with local or foreign regulatory authorities and entities, fraud, and prevention agencies and other organizations involved in crime, to comply with any legal official request, and as necessary to protect the Company's legal obligations and/or rights, in the following circumstances:

(A) Where required by law or a competent court.

(B) To the authorities to investigate or prevent fraud, money laundering or other illegal activity.

¹ “Group” means, in relation to a Party, that Party, any subsidiary or holding company from time to time of that Party, and any subsidiary from time to time of a holding company of that Party.

- (C) To credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, and anti-money laundering purposes.
 - (D) For the purposes of credit assessments or identification or due diligence of the Client or statistical analysis of the Company's business.
 - (E) To the Company's professional advisors.
 - (F) To the Regulated Entity.
 - (G) Where necessary in order for the Company to defend or exercise its legal rights.
 - (H) To an affiliate and/or an introducing broker of the Regulated Entity and/or the Company's Group.
- 4.6. By entering into the Agreement, the Client consents to the transmittal of the Client's personal data outside the United Arab Emirates.
- 4.7. If a telephone conversation occurs between the Client and the Company, the Company retains the right to record the conversation, and such recording will be the sole property of the Company.
- 5. MISCELLANEOUS**
- 5.1. The Agreement shall be governed by and construed in accordance with all laws in force in Dubai, United Arab Emirates, and the Parties submit to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.
- 5.2. The Client agrees to execute, at the Company's written request, any such further documents and do all such further things as may be necessary to implement and carry out the intent of the Agreement.
- 5.3. A provision of the Agreement which can and is intended to operate after its conclusion, will remain in full force and effect.
- 5.4. Each Party bears its own costs relating to the negotiation and execution of the Agreement.
- 5.5. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 5.6. If any Clause or part of a Clause of the Agreement is invalid, illegal, unlawful or otherwise incapable of enforcement, that Clause or part of the Clause (as applicable) shall be deemed to be severed from the Agreement and of no force and effect, and all other Clauses shall prevail and remain in full force and effect and be valid and fully enforceable.

- 5.7. The Agreement constitutes the entire agreement between the Parties and supersedes all other communications, negotiations, arrangements and agreements, whether verbal or written, between the Parties in respect of the subject matter of the Agreement.
- 5.8. The Agreement may be executed in any number of counterparts, which, when taken together, shall be treated as one and the same instrument. Moreover, the Agreement does not bind a Party unless one or more counterparts have been duly executed and delivered by, or on behalf of, each Party.
- 5.9. The Client shall not be allowed to amend the Agreement, at any time.
- 5.10. The Company may, in its sole and absolute discretion, amend the Agreement at any time, at its sole and absolute discretion. Any amended version shall become effective on the date that the amended Agreement is posted on the Company's website, or, if the Company elects to deliver a notice to the Client, on the date displayed in the notice. If no date is specified in the notice, the amended Agreement shall become effective immediately upon publication. By continuing to use the Company's or the Regulated Entity's services after such publication or notice, the Client shall be deemed to have accepted and agreed to the amended Agreement.
- 5.11. The Client declares that it has been provided with appropriate independent legal and financial advice prior entering into the Agreement, and understands its rights and obligations under the Agreement, to the fullest extent.
- 5.12. Words in the singular include the plural and vice versa.
- 5.13. No regard for gender is intended through the language used in the Agreement.
- 5.14. Clause headings are for ease of reference only and shall not be construed as interpreting the Agreement.
- 5.15. By clicking 'I Agree' or 'Sign Up' or by accepting to be redirected from the Company's website, to the Regulated Entity's website or the Regulated Entity's website landing page(s) or the Regulated Entity's trading environment, the Client acknowledges and agrees that their respective action (as prescribed above) constitutes and signifies the Client's acceptance of the Agreement, and that such action shall have the same legal effect as if the Client had placed their handwritten signature in the Agreement. Moreover, the Client agrees that the Client shall receive the Agreement in electronic form, which shall be sent by the Company to the email address declared to it by the Client.

5.16. Executed:

The Company: Stonefort Securities LLC

Email address: compliance@stonefort.ae

The Client:

Email address:

*** Client must pay attention to Junk/ Spam email.**



stonefort

SECURITIES