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## 1. INTRODUCTION

(1) This Agreement is between you, the client and IG Limited. In this Agreement, 'we', 'us', 'our', 'ours' and 'ourselves', as appropriate, will be references to IG Limited. Similarly you, the client may be referred to as 'you', 'your', 'yours' and 'yourself' as appropriate.

(2) IG Limited is authorised and regulated by the Dubai Financial Services Authority for the conduct of investment business. The DFSA's registered address is Level 13, West Wing, The Gate, DIFC, Dubai, UAE. Our DFSA Firm reference No. (F001780) registered address is Level 27, Office 2702 and 2703, Tower 2, Al Fattan Currency House, DIFC, Dubai, UAE. Our contact details are: +971 (0)4 559 2000 and helpdesk.ae@ig.com.

(3) The ultimate holding company of IG Limited is IG Group Holdings plc, registered in England and Wales, company No. 04677092. The registered address of IG Group Holdings plc is Cannon Bridge House, 25 Dowgate Hill, London EC4R 2YA, United Kingdom.

(4) IG Limited provides a collateral service, where you can elect to Link a Stock Trading Account to your Leveraged Account to enable the Secured Account Assets in the Linked Stock Trading Account to be used as collateral in respect of the Secured Obligations owed on that Linked Leveraged Account. As set out in Term 5 below the Secured Account Assets will be valued on an ongoing basis and given a Collateral Value.

(5) When you elect to Link your Stock Trading Account and Leveraged Account, you also grant a charge over the Secured Assets, which could result in these Secured Assets being sold if you are not able to meet your obligations in respect of your Leveraged Account.

(6) This Agreement will govern your relationship with us in respect of the security given by you to us over the Secured Assets, including assets held in your Linked Stock Trading Account that you wish to use as collateral for the Linked Leveraged Account that you hold with IG Limited, as appropriate.

(7) The Stock Trading Customer Agreement will govern your relationship with us in relation to trading activities on your Linked Stock Trading Account.

(8) If you have a CFD Account with us, the Margin Trading Customer Agreement will govern your relationship with us in relation to your Linked Leveraged Account.

(9) Under the Stock Trading Customer Agreement, you agreed not to try to sell, mortgage or otherwise deal in or part with beneficial ownership of the Instruments and cash held on your Stock Trading Account with us. As under this Agreement you are granting to us a charge over the Secured Assets, we waive your non-compliance with those provisions of the Stock Trading Customer Agreement solely with respect to this Agreement.

(10) Nothing in this Agreement will exclude or restrict any duty or liability owed by us to you under the Regulatory Law 2004 or the DFSA Rules and these take precedence over the terms of this Agreement if there is any conflict between this Agreement and either the DFSA Rules or the Regulatory Law 2004.

**(11) Our products carry a high level of risk and can result in losses that exceed your initial deposit. Our products are not suitable for everyone. A full explanation of the risks associated with our products is set out in the Risk Disclosure Notice and you should ensure you fully understand such risks before entering into this Agreement with us. Specifically, you should understand the risks associated with using the collateral service prior to linking your accounts.**

**(12) You should read all of the provisions of this Agreement. Please pay special attention to those Terms that are highlighted in bold and to the representations and warranties (legal confirmations and assurances) and undertakings given by you in Terms 3, 4, 5, 6, 8, 9, 10, 11 and 12.**

(13) This Agreement will come into effect on the date that we approve your request to Link your accounts and for any new versions of this Agreement thereafter, on the date we specify when we notify you. If this Agreement is provided to you in any language other than English, then please note that it is for information only and that the governing language of this Agreement and of any dispute arising hereunder is English. The English language version of this Agreement is available on our website and upon request. Where a foreign language version contradicts the English version of this Agreement, the English version will prevail.

(14) In this Agreement, certain capitalised words and expressions have the meanings set out in Term 18 of this Agreement, and otherwise in the Linked Customer Agreements, as applicable.

## 2. LINKING ACCOUNTS

(1) In order to Link accounts you will need to make a request to do so via our Electronic Trading Services. Your accounts will be Linked when we approve your request. We reserve the right in our absolute discretion to reject any request to Link accounts for whatever reason.

(2) If you only have one Leveraged Account and one Stock Trading Account, then both your accounts will be Linked. If you have more than one Leveraged Account and/or Stock Trading Account, you will need to elect which of the accounts you would like to Link.

(3) You cannot Link a joint Stock Trading Account.

(4) There may be a Charge for Linking your accounts or using the collateral service. If there is a Charge associated with these activities, we will notify you accordingly.

(5) While this Agreement is in force we agree to waive our rights to receive only cash for Margin under the Margin Trading Customer Agreement.

## 3. SECURED OBLIGATIONS

(1) When you opened your CFD Account with us, you agreed to the terms of the Margin Trading Customer Agreement, including obligations to pay us Margin, Initial Margin and other sums in relation to activities carried out on your CFD Account as and when they fall due, or when we demand them from you.

(2) The obligations set out in Term 3(1) above are referred to in this Agreement as the Secured Obligations and are the obligations which are secured by the security created pursuant to Term 4 of this Agreement.

## 4. GRANT OF SECURITY

(1) As continuing security for the payment and discharge of the Secured Obligations under this Agreement which constitutes a Security Financial Collateral Arrangement for the purposes of the DIFC Financial Collateral Regulations, you charge to us, with full title guarantee by way of first fixed charge, all of your rights, title and interest which you now have or which you obtain at any time in the future in:

(a) the Stock Trading Customer Agreement;

(b) the Linked Stock Trading Account; and

(c) all Instruments and Related Rights, together with any cash which are held in your Linked Stock Trading Account from time to time (the '**Secured Account Assets**'), together, the '**Secured Assets**'.

(2) For the avoidance of doubt Term 4(1) above applies to any Secured Assets or part thereof which may be in the process of settlement, as contemplated by the Stock Trading Customer Agreement.

(3) When an Instrument or Related Right has been Bought, transferred or otherwise acquired in accordance with a Linked Customer Agreement, such purchased assets shall be charged in accordance with Term 4(1) at the time of acquisition. Such charge shall not affect the security created by this Agreement in respect of any other Secured Assets, which shall continue in full force and effect.

(4) Once an Instrument or Related Right has been Sold, transferred or otherwise disposed of in accordance with a Linked Customer Agreement, the security created by this Agreement shall be released in respect of such disposed assets only at the time of the disposal. Such release shall not affect the security created by this Agreement in respect of any other Secured Assets, which shall continue in full force and effect.

(5) You will not, at any time, except with our prior written consent:

(a) create, purport to create or permit to subsist any security on, or in relation to, any of the Secured Assets other than any security created by this Agreement, except for any custodian's right to retain possession of any assets as security (this right is known as a '**lien**'); or

(b) create or grant (or purport to create or grant) any interest in any Secured Assets in favour of a third party.

(6) You will not at any time nominate any person other than us to have or exercise any rights relating to any of the Secured Assets without our express consent.

(7) You will not do, cause or permit to be done anything which may adversely affect the Secured Assets or which is a variation or a repeat of the rights attaching to or conferred on all or any part of the Secured Assets by this Agreement, without our prior written consent.

## 5. COLLATERAL VALUE

(1) Secured Account Assets in your Linked Stock Trading Account will be valued on an ongoing basis. This means that the value of your Secured Account Assets will change as the market value of Secured Instruments held in your Stock Trading Account changes.

(2) The Collateral Value will be calculated as the sum of the following:

(a) the value of any cash held in your Linked Stock Trading Account; plus

(b) the value of all Secured Instruments held in your Linked Stock Trading Account; less

(c) a percentage of the value of your Secured Instruments calculated based on a number of factors in relation to the Instruments and their liquidity as determined by us in our absolute discretion; and

(d) any other factors that we in our absolute discretion determine to be relevant.

For the avoidance of doubt, calculation of the Collateral Value is at our absolute discretion, and may be zero if we so determine. Details of the Collateral Value can be found on our website.

## 5. COLLATERAL VALUE (CONTINUED)

(3) If you do not have sufficient cash on your Linked Leveraged Account to cover the amount of the Secured Obligations, we will apply the Collateral Value in relation to the balance of the Secured Obligations, after deducting any cash that you may have in your Linked Leveraged Account. For the avoidance of doubt, the Collateral Value will not be applied in any situation in relation to running losses. If the amount of the Secured Obligations, less any cash being held on your Linked Leveraged Account, exceeds the Collateral Value at any time, you must forthwith pay such excess to us whether demanded or not.

**Please note that the Collateral Value will constantly fluctuate as the value of your Secured Instruments fluctuates and as such it is your responsibility to monitor your Linked Stock Trading Account and your Linked Leveraged Account to ensure that your Collateral Value, and any cash you have deposited to your Linked Leveraged Account is sufficient to cover any open Transactions you may have on your Linked Leveraged Account.**

(4) We may, from time to time and at our absolute discretion, limit the amount of Collateral Value that you can use to cover the balance of the amount of the Secured Obligations, as described in Term 5(3) above. Such a limit will be referred to as a Collateral Cap. We reserve the right to set or amend the Collateral Cap in our absolute discretion at whatever value we may think fit.

(5) You will also be able to request a Collateral Cap from us. If you request a Collateral Cap, we will assess your request and determine whether to grant it to you in our absolute discretion before indicating whether we approve your request, and any approval will be subject to Term 5(4) above. The Collateral Cap will come into effect when we notify you if your request has been approved, and in any event within 2 business days of receiving your instruction.

## 6. TRADING ON YOUR LINKED STOCK TRADING ACCOUNT

(1) While your accounts are linked, you will still be able to trade on your Linked Stock Trading Account in accordance with the terms of the Stock Trading Customer Agreement, however while you have any open Transactions on your Linked Leveraged Account:

(a) you may not be able to withdraw cash from your Stock Trading Account if doing so would result in you not being able to cover your Secured Obligations;

(b) you will be able to Sell Secured Instruments, however the withdrawal of cash proceeds from your Linked Stock Trading Account will be subject to Term 6(a); and

(c) if you attempt to Buy Instruments with cash in your Linked Stock Trading Account, which will have the effect of reducing the Collateral Value such that your Linked Leveraged Account has insufficient Margin to fund your open Transactions, then your attempt to Buy those Instruments may be rejected by us. This is without prejudice to any rights we may have on the occurrence of an Event of Default under one of the Linked Customer Agreements.

## 7. COMMUNICATIONS

(1) Except where otherwise specified in this Agreement, communications in relation to this Agreement must be made by you, or on your behalf: orally, by telephone; via one of our Electronic Trading Services; in writing; or in such other manner as we may specify from time to time. If one mode of communication is unavailable for any reason, you should attempt to use one of the other modes of acceptable communication specified above.

(2) If at any time you are unable, for whatever reason, to communicate with us, we do not receive any communication sent by you, or you do not receive any communication sent by us under this Agreement, we will not:

(a) be responsible for any loss, damage or cost suffered by you as a result of any act, error, delay or omission resulting therefrom where such loss, damage or cost is a result of your inability to exercise any rights conferred by this Agreement; or

(b) except where your inability to communicate with us results from our fraud, wilful default or negligence, be responsible for any other loss, damage or cost incurred by or suffered by you as a result of any act, error omission or delay resulting from such inability to communicate including without limitation, where such loss, damage or cost is a result of your inability to exercise any rights conferred under this Agreement.

(3) You acknowledge and agree that any communication transmitted by you or on your behalf is made at your risk and you authorise us to rely and act on, and treat as fully authorised and binding on you, any communication (whether or not in writing) that we reasonably believe to have been transmitted by you or on your behalf by any agent or intermediary who we reasonably believe to have been duly authorised by you. You acknowledge and agree that we will rely on your account number(s), username and/or password to identify you and you agree that you will not disclose these details to any person not duly authorised by you. If you suspect that your account number and/or password has been learnt or may be used by any other person then you must notify us immediately.

**(4) You agree that we may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to this Agreement and that any recordings that we keep will be our sole property and you accept that they will constitute admissible evidence of the communications between us. You agree that telephone conversations may be recorded without the use of a warning tone or any other notice.**

(5) Upon Linking your Linked Stock Trading Account with your Linked Leveraged Account, details of your Secured Account Assets and/or the Collateral Value will be shown on your Statements for that Linked Stock Trading Account and details of the Collateral Value will be shown on your Statements for that Linked Leveraged Account.

(6) You will be deemed to have acknowledged and agreed with the content of any Statement and the details of each Transaction set out in any Statement that we make available to you unless you notify us to the contrary in writing within two business days of the date on which you are deemed to have received it in accordance with Term 7(9) below.

**(7) We may communicate with you by telephone, letter, email or text message or by posting a message on one of our Electronic Trading Services and you consent to us telephoning you at any time whatsoever.** We will use the address, phone or email address specified on your account opening form or such other address, email address or phone number as you may subsequently notify to us or any email address allocated to you within our Electronic Trading Services. Unless you expressly specify otherwise, you specifically agree that we may send the following notices to you by email and/ or by posting them on an Electronic Trading Service:

(a) Statements;

(b) notice of an amendment to the way in which we provide our service to you, for example changes in the features of our Transactions or your account, changes to any Electronic Trading Service, changes to Margin rates that apply to our Transactions, changes to credit arrangements in relation to your account and changes to Commission, Spread, Charges or Taxes that apply to our Transactions or your account; and

(c) notice of an amendment to the Terms of this Agreement given in accordance with Term 15(1), (each a 'Message').

(8) We will not send you a paper copy of a Message sent to you by email or posted on one of our Electronic Trading Services. Sending a Message to you by email or by posting it on one of our Electronic Trading Services in a durable medium fully complies with all our obligations under this Agreement and the Applicable Regulations.

(9) Any correspondence, documents, written notices, legal notices, confirmations, Messages or Statements will be deemed to have been properly given:

(a) if sent by post to the address last notified by you to us, on the next business day after being deposited in the post;

(b) if delivered to the address last notified by you to us, immediately on being deposited at such address;

(c) if sent by text message, as soon as we have transmitted it to any of the mobile telephone numbers last notified by you to us;

(d) if we leave a voicemail, as soon as the message is completed and left on any of the mobile telephone numbers last notified by you to us;

(e) if sent by email, one hour after we have transmitted it to the email address last notified by you to us; and

(f) if posted on any of our Electronic Trading Services, as soon as it has been posted.

(10) It is your responsibility to ensure, at all times, that we have been notified of your current and correct address, tax residency status and contact details. Any change to your address, tax residency status or contact details must be notified to us immediately in writing, unless we agree to another form of communication.

(11) We are required by law to provide you with certain information about us, our services, our Transactions, our Commission, Spread, Charges and Taxes. You specifically consent to us providing you with this information by means of our website.

(12) It is your responsibility to make sure that you read all notices posted on our website and on any of our Electronic Trading Services from time to time in a timely manner.

(13) Although email, the internet, the Electronic Trading Services and other forms of electronic communication are often a reliable way to communicate, no electronic communication is entirely reliable or always available. You acknowledge and accept that a failure or delay by you to receive any communication from us sent by email, text message or otherwise whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates. We will not be liable to you for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by you or us to receive an email or other electronic communication. Further, you understand and accept that emails, text messages and other electronic communications we send to you may not be encrypted and therefore may not be secure.

(15) Although email, the internet, Electronic Trading Services and other forms of electronic communication are often a reliable way to communicate, no electronic communication is entirely reliable or always available. You acknowledge and accept that a failure or delay by you to receive any communication from us sent by email, text message or otherwise whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that communication or any transaction to which it relates. We will not be liable to you for any loss or damage, howsoever caused, arising directly or indirectly out of a failure or delay by you or us to receive an email or other electronic communication. Further, you understand and accept that emails, text messages and other electronic communications we send to you may not be encrypted and therefore may not be secure.

## 7. COMMUNICATIONS (CONTINUED)

(16) You acknowledge the inherent risk that communications by electronic means may not reach their intended destination or may do so later than intended for reasons outside our control. You accept this risk and agree that a failure or delay by us to receive any offer or communication from you sent electronically, whether due to mechanical, software, computer, telecommunications or other electronic systems failure, does not in any way invalidate or otherwise prejudice that offer or communication or any transaction to which it relates. If, for any reason, we are unable to accept your offer electronically, we may, without obligation, provide you with further information advising you that your offer can be made by telephone as an alternative and we may endeavour to inform you of this.

## 8. DEFAULT AND DEFAULT REMEDIES

(1) Each of the following constitutes an “**Event of Default**” under this Agreement:

- (a) your failure to pay any of the Secured Obligations or any other amount under the Margin Trading Customer Agreement as and when they fall due, or when demanded from you;
- (b) your failure to make any payment to us under this Agreement;
- (c) if you are an individual, your death or incapacity; the initiation by a third party of proceedings for your bankruptcy (if you are an individual) or for your winding-up or for the appointment of an administrator, liquidator or receiver in respect of you or any of your assets (if you are a company, trust or partnership) or (in any case) if you make an arrangement or composition with your creditors or any other similar or analogous procedure is commenced in respect of you;
- (d) where any representation or warranty made by you in this Agreement, or any of the Linked Customer Agreements is or becomes untrue;
- (e) you are or become unable to pay your debts as and when they fall due;
- (f) you have committed fraud or been deceitful in your dealings with us in relation to this Agreement or any account you have with us or an Associated Company of ours;
- (g) you are in material or persistent breach of any term of this Agreement;
- (h) any Event of Default which occurs under any Linked Customer Agreement or any other applicable agreement in relation to your account with an Associated Company of ours or with us (other than under this Agreement); or
- (i) any other circumstance where we reasonably believe that it is necessary or desirable to take any action in accordance with Term 8(2) to protect ourselves or any of our other clients.

(2) If an Event of Default occurs under this Agreement, without prejudice to any rights we may have under the Linked Customer Agreements, we may at our absolute discretion, at any time and without prior notice take any one or any number of the below steps:

- (a) apply any cash in your Linked Stock Trading Account to any debt owed to us;
- (b) transfer cash between your Linked Stock Trading Account and your Linked Leveraged Account;
- (c) retain any Secured Assets, or other assets due to you or held on your behalf, and sell them at such price and in such manner as we, acting reasonably, decide, applying the proceeds of sale to discharge the Secured Obligations in any manner we think fit, as well as to discharge the costs of sale;
- (d) do anything to otherwise receive the benefit of the Secured Assets in any way we may decide;
- (e) exercise any rights of set-off under any of the Linked Customer Agreements;
- (f) close all or any of your accounts held with us of whatever nature, and apply or distribute any monies in accordance with our rights under this Agreement, any of the Linked Customer Agreements, and any other agreement we may have with you, and refuse to accept any further Instructions to Deal or Transactions from you;
- (g) terminate any or all of the Linked Customer Agreements, as and when we deem appropriate; and
- (h) do anything we may have the power or are permitted to do by law (including appointing a receiver), or under any of the Linked Customer Agreements.

(3) If we have to sell Secured Instruments held on your behalf under Term 8(2) (c) in order to discharge any or all of the Secured Obligations owing to us, you will be charged Commission and any other applicable Charges and Taxes. You will continue to be responsible for any outstanding Secured Obligations due after the Secured Instruments have been sold and the difference in value will be immediately payable to us.

(4) To the extent that any sale under Term 8(2)(c) results in cash being held in your Linked Stock Trading Account, such cash will remain part of the Secured Assets under this Agreement and you will not be able to withdraw any cash proceeds from your Linked Stock Trading Account.

(5) If we take any action under Term 8(2) unless at our absolute discretion we consider it necessary or desirable to do so without prior notice to you, we may where reasonably practicable, take steps to notify you that we are exercising such rights.

However, any failure on our part to take such steps, will not invalidate the action taken under Term 8(2) above, nor any action which we may be entitled to take under any of the Linked Customer Agreements, or any other agreement we may have with you.

(6) You acknowledge and agree that, in Selling any Secured Instruments under this Term 8, it may be necessary for us to ‘work’ the order. This may have the result that the Secured Instruments have to be sold in tranches at different prices, resulting in an aggregate closing price for the Secured Instrument that may result in further losses being incurred by you. You acknowledge and agree that we shall not have any liability to you as a result of any such working of Secured Instruments. You acknowledge and understand that in the event of our insolvency or winding up, or other Distribution Event stipulated by the DFSA, any excess Secured Assets will be sold and the resulting proceeds shall be distributed in accordance with the Client Money Distribution Rules.

## 9. CONSEQUENCES OF DEFAULT

### ENFORCEMENT RIGHTS

(1) If an Event of Default has occurred, we may at our discretion (in your name or otherwise and without any consent or authority from you) exercise the following rights and powers in respect of the Secured Instruments:

- (a) any voting rights and any powers or rights relating to the Secured Instruments; and
- (b) all the powers exercisable by a trustee relating to Instruments or property subject to a trust.

(2) If any Event of Default has occurred, we will be entitled to receive all distributions in respect of the Secured Instruments for application towards discharging the Secured Obligations.

### LIABILITY NOT DISCHARGED

(3) Your liability under this Agreement for any of the Secured Obligations will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part, and will not be discharged, prejudiced, or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by or available to us being or becoming wholly or partially illegal, void, or unenforceable on any ground;
- (b) us renewing, determining, varying or increasing any transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or
- (c) any other act of omission that but for this provision might have discharged or otherwise prejudiced or affected your liability.

## 10. AUTHORITY TO ACT AND FURTHER ASSURANCE

### IRREVOCABLE AUTHORITY

(1) By way of security, you irrevocably authorise us to act in your name and on your behalf:

- (a) to execute any documents and do any acts and things that you are required to execute and do under this Agreement, including execute any document required by you under this clause; and
- (b) to execute any documents and do any acts and things that we may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Agreement, or by law on us.

(2) By this Agreement, you ratify and confirm and agree to ratify and confirm anything that we do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Term 10.

### FURTHER ASSURANCE

(3) You will, at our direction at any given time, immediately execute and deliver to us or such other person as we may direct, all instructions, transfers and other documents and do all such things as may be necessary or desirable:

- (a) to create, register, perfect, maintain or protect the security created by this Agreement;
- (b) to facilitate the realisation of all or any of the Secured Assets following an Event of Default, or the exercise of any right, power or discretion vested in us in relation to any Secured Assets, the Stock Trading Customer Agreement, the Linked Stock Trading Account, or this Agreement; and
- (c) to create a fixed charge over any or all of the Secured Assets.

## 11. REPRESENTATIONS AND WARRANTIES

(1) You represent and warrant to us, and agree that each such representation and warranty is deemed repeated each time you use our collateral service in order to provide us with an Instruction to Deal or enter into a Transaction with us by reference to the circumstances prevailing at such time, that:

(a) you are the sole legal and beneficial owner of all of your rights under the Stock Trading Customer Agreement and the Linked Stock Trading Account, such rights being free from any security other than any security created by this Agreement, or any other security that we consent to;

(b) you are the sole beneficial owner of all the Secured Account Assets, such Secured Account Assets being free from any security other than any security created by this Agreement and any custodian's lien;

(c) the Secured Instruments have been duly authorised and validly issued and are and will be free from any restrictions on transfer or rights of pre-emption;

(d) this Agreement does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which you are a party or by which you are bound;

(e) this Agreement constitutes, and will continue to constitute your legal, valid and binding obligations and is, and will continue to be, effective security over all and every part of the Secured Assets in accordance with its terms;

(f) you have the power to enter into, perform and deliver, and have taken all necessary action to authorise your entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement;

(g) all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations and registrations required to enable you to lawfully enter into, exercise your rights and comply with your obligations in this Agreement have been obtained and are in full force and effect;

(h) this Agreement is not liable to be avoided or otherwise set aside on your liquidation, administration or bankruptcy; and

(i) the security interest created over the Secured Assets under Term 4 of this Agreement constitutes "Financial Collateral" for the purposes of the DIFC Financial Collateral Regulations, and that the Secured Assets are designated so as to be under our control, and that we may exercise our rights over the Secured Assets without prior notice of the intention to enforce or realise the security interest created over the Secured Assets under Term 4 of this Agreement.

(2) You also repeat and agree to be bound by all the representations and warranties in each of the Linked Customer Agreements as applicable, as if they are set out in this Agreement in full.

## 12. INDEMNITY AND LIABILITY

(1) Subject always to Term 1(10), you are responsible for all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us:

(a) as a result of any failure by you to perform any of your obligations under this Agreement. 'Indirect loss' would include, for example, loss of profit, loss of opportunity, loss of business and other indirect losses;

(b) in connection with the Secured Assets, including any costs and expenses related to the enforcement or preservation of the Secured Assets; or

(c) anything done or omitted to be done in the exercise of the powers conferred on us under this Agreement, unless it was caused by such party's negligence, fraud or wilful default.

You acknowledge that this responsibility extends to our legal and administrative costs and expenses incurred in respect of taking any legal or investigatory action against you, or instructing any debt collection agency to recover monies owed by you to us.

(2) You agree that you will not hold us liable for any losses, liabilities, judgments, suits, actions, proceedings, claims, damages and/or costs suffered by you resulting from or arising out of any act or omission by any person obtaining access to your account by using your designated account number and/or password and/or Security Details, whether or not you authorised such access.

(3) We shall not be liable for any default, omissions, errors or mistakes by any third party or Associated Company other than as a result of our own negligence, fraud or wilful default in relation to the appointment of that third party.

(4) Certain information in relation to our services is provided by third parties and we are not liable for any inaccuracy, errors or omissions in the information they provide us, except where such inaccuracy, errors or omission is caused by our own negligence, fraud or wilful default in relation to the appointment of that third party.

(5) Without prejudice to any other Terms of this Agreement, we will not have any liability to you in relation to any loss, costs or expenses that you suffer as a result of:

(a) any delay or defect in or failure of the whole or any part of our Electronic Trading Services' software or any systems or network links or any other means of communication; or

(b) any computer viruses, worms, software bombs or similar items being introduced into your computer hardware or software via our Electronic Trading Services except where such loss, cost or expense is a result of our own negligence, fraud or wilful default.

(6) Without prejudice to any other Terms of this Agreement, we will have no liability to you in relation to any loss, costs or expenses that you suffer as a result of any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid.

(7) Without prejudice to any other Terms of this Agreement, we will have no liability to you in relation to any loss which is a side effect of the main loss or damage and which is not a foreseeable consequence of a breach of this Agreement, including, without limitation, loss of business, loss of profits, failure to avoid a loss, loss of data, loss or corruption of data, loss of goodwill or reputation, caused by any act or omission of ours under this Agreement.

(8) Nothing in this Agreement shall limit our liability for personal injury or death.

## 13. LIMITED RISK

(1) Any queries should be raised with our trading services department or with one of our employees. Unresolved queries and complaints are handled by our compliance department according to our complaints procedures, a copy of which is available on our website(s) and is available on request. If you are dissatisfied with the result of such investigation or with any action taken by us as a result thereof, you may be able to refer the complaint for further investigation to the DFSA using the DFSA's online complaint form at: <https://www.dfsa.ae/Consumer/Complaints>.

## 14. MISCELLANEOUS

(1) All rights and remedies available to us under this Agreement will be cumulative and any exercise or waiver of any right or remedy will not preclude or inhibit the exercise of any additional right or remedy available to us at law, under this Agreement, a Linked Customer Agreement, or any other agreement that you may have with us or an Associated Company. The failure to enforce or exercise any right under this Agreement will not amount to a waiver of any right or remedy available to us at law, under this Agreement, a Linked Customer Agreement, or any other agreement that you may have with us, or an Associated Company. Any failure by us to enforce or exercise any right under this Agreement will not amount to a waiver or bar to enforcement of that right.

(2) You consent to us assigning the rights and obligations of this Agreement to a third party, in whole or in part, provided that any assignee agrees to abide by the Terms of this Agreement and subject to any required approvals. Such assignment will come into effect 10 business days following the day you are deemed to have received notice of the assignment in accordance with Term 7(9). If we do assign our rights and obligations under this Agreement, we will only do so to a third party who is competent to carry out the functions and responsibilities and who will provide the same standard of service that we do. The rights and obligations of ours under this Agreement are personal to you. This means that you may not assign the rights and obligations of this Agreement, whether in whole or in part, to any third party without our prior written consent.

(3) You acknowledge and agree that the copyrights, trademarks, database and other property rights in any information distributed to or received by you from us, together with the contents of our website(s), brochures and other material connected with our services and in any database that contains or constitutes such information, will remain the sole and exclusive property of ours or any third party identified as being the owner of such rights.

(4) If any Term (or any part of any Term) is held by a court of competent jurisdiction to be unenforceable for any reason then such Term will, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of this Agreement will not be affected.

(5) Any failure on one or more occasions to enforce or exercise the right to insist on timely payment will not amount to a waiver or bar to enforcement of that right.

(6) Nothing in this Agreement will prevent us, or an Associated Company from exercising rights of set off under any other agreement that you hold with us, or an Associated Company, or at law.

(7) Our records, unless shown to be wrong, will be evidence of your dealings with us in connection with our services. You will not object to the admission of such records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request at our absolute discretion.

(8) We may, at our discretion, grant time or other indulgence, or make any other arrangement variation or release with any person or persons not being a party to this Agreement (whether or not such person or persons are jointly liable with you) in respect of any of the Secured Obligations or of any other security for them without prejudice either to this Agreement or to your liability for the Secured Obligations.

(9) You waive any right you have of requiring us, or any Associated Company (where applicable) to claim any payment from, or otherwise proceed against any other person before we enforce this Agreement against you.

(10) Unless a term of this Agreement provides otherwise, a person who is not a party to this Agreement will have no rights to enforce any of its terms.

## 14. MISCELLANEOUS (CONTINUED)

(11) We will not be in any way liable or responsible to you for any loss or liability arising from any act or omission by us in relation to the Secured Assets, including without limit, for any:

- (a) loss on realisation;
- (b) failure to present any interest coupon or any bond or stock drawn for repayment;
- (c) failure to pay any call or instalment;
- (d) acceptance of any offer or the notification by you of any such offer;
- (e) failure to ensure that the correct amounts are paid or received for the Secured Instruments;
- (f) negligence or default by our nominees; or
- (g) other loss of any nature whatsoever.

## 15. AMENDMENT AND TERMINATION

(1) We may amend this Agreement and any arrangements made under or in connection with this Agreement at any time by written notice to you. You will be deemed to accept and agree to the amendment unless you notify us to the contrary within 10 business days of the date of our amendment notice. If you do object to the amendment, the amendment will not be binding on you, but your accounts may be Suspended and you will be required to close your accounts as soon as is reasonably practicable. Any amendment to this Agreement will come into effect on the date specified by us which will, in most cases, be at least 10 business days after you are deemed to have received notice of the amendment in accordance with Term 7(9) (unless it is impractical in the circumstances to give 10 days' written notice).

(2) Any amended agreement will supersede any previous agreement between us on the same subject matter and will govern your relationship with us in relation to the taking of collateral over your Linked Stock Trading Account in favour of your Linked Leveraged Account on or after the date the new edition comes into effect and any Secured Assets held on your behalf after, or on, the date the new edition comes into effect. We will only make changes where we reasonably believe it to be necessary, including but not limited to:

- (a) making this Agreement clearer;
- (b) making this Agreement more favourable to you;
- (c) reflecting legitimate increases or reductions in the cost of providing our service to you;
- (d) providing for the introduction of new systems, services, changes in technology and products;
- (e) rectifying any mistakes that may be discovered in due course;
- (f) reflecting a change of Applicable Regulations; and
- (g) reflecting changes in the way we do business.

(3) This Agreement and any arrangements hereunder may be Suspended or terminated by you if:

- (a) you give us a written notice of Suspension or termination; and
- (b) either (i) you have discharged the Secured Obligations to our satisfaction; or (ii) we otherwise agree to your request to Suspend or terminate.

(4) Any notice to terminate received from you will take effect no later than 10 business days after actual receipt by our head office, unless a later date is specified in the request.

(5) We may terminate or Suspend this Agreement with you by giving you 14 days' written notice.

(6) We may immediately terminate this Agreement with you if:

- (a) we reasonably believe that you have seriously or persistently broken any term of this Agreement;
- (b) a Force Majeure Event has occurred and has continued for a period of 5 business days; or
- (c) an Event of Default has occurred or is continuing.

(7) Following termination of this Agreement, your Linked Stock Trading Account and Linked Leveraged Account will no longer be linked, however termination of this Agreement will not automatically terminate either of the Linked Customer Agreements unless specified.

(8) If this Agreement is terminated for whatever reason, as the Secured Assets will no longer be held as security for the Secured Obligations, you will need to ensure that you have sufficient cash on your Linked Leveraged Account to fund your open Transactions. We reserve the right to enforce any rights we may have under any of the Linked Customer Agreements if you do not have sufficient cash on your Linked Leveraged Account to fund your open Transactions when this Agreement is terminated.

(9) Following termination of this Agreement, Terms 7, 8, 9, 12, 15, 16 and 17 shall continue to apply.

## 16. GOVERNING LAW

(1) This Agreement and any non-contractual obligations connected with it, and the terms upon which we hold Instruments on your behalf are in all respects governed, construed and interpreted in accordance with the laws of the DIFC and the courts of the DIFC will have exclusive jurisdiction to settle any legal action or proceedings arising out of or in connection with this Agreement, including any non-contractual disputes and claims. Nothing in this Term 16(1) will prevent us from bringing proceedings against you in any other jurisdiction.

(2) If you are situated outside of United Arab Emirates, process by which any proceedings in the DIFC are begun may be served on you by being delivered to the address provided by you when you opened your account or to any new address subsequently notified to us. Nothing in this Term affects our right to serve process in another manner permitted by law.

(3) With respect to proceedings, you irrevocably waive any objection which you may have at any time to the bringing of any proceedings in any such court and agree not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over you.

(4) You irrevocably waive to the fullest extent permitted by applicable law, with respect to yourself and your revenues 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 your assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agree to the extent permitted by applicable law that you will not claim any such immunity in any proceedings. Each party consents 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 of any order or judgment which may be made or given in such proceedings.

## 17. PRIVACY

(1) You acknowledge that by accepting the Terms of this Agreement, Linking your accounts, and agreeing to the terms of the Linked Customer Agreements, you will be providing us with personal information within the meaning of the DIFC Data Protection Law 2020 (as amended). You consent to us processing, and acknowledge that we will process, all such information which is necessary for us to perform the contract with you and to administer the relationship between you and us. You acknowledge and agree that this may result in your personal information being sent outside the DIFC. You consent to us processing and disclosing, and acknowledge that we will process and disclose such information in accordance with this Agreement and our Privacy Notice as published on our website(s), as may be updated from time to time.

(2) You authorise us, or our agents acting on our behalf, to carry out such credit and identity checks as we may deem necessary or desirable. You acknowledge and agree that this may result in your personal information being sent to our agents, who may be within or outside the DIFC. You agree and acknowledge that we may, if so required, furnish relevant information concerning you or your account to any person who we believe to be seeking a reference or credit reference in good faith.

(3) In the event that we are (a) subject to negotiations for the sale of our business (whole or part of); or (b) sold to a third party or undergo a re-organisation, you acknowledge that any of your personal information which we hold may be disclosed to such party (or its advisors) as part of any due diligence process for the purpose of analysing any proposed sale or re-organisation or transferred to that re-organised entity or third party and used for the same purposes as set out in this Agreement.

## 18. DEFINITIONS AND INTERPRETATION

(1) In this Agreement:

**'Agreement'** means this agreement, any ancillary documents referred to herein and any amendments thereto;

**'Applicable Regulations'** means: (a) the DFSA Rules; (b) rules of a relevant regulatory authority; (c) the rules of a relevant Exchange; and (d) all other applicable laws, rules and regulations as in force from time to time, as applicable to this Agreement, any Transaction, or our Electronic Trading Services;

**'Associated Company'** means in relation to an entity, any holding company or subsidiary (as defined in the DIFC Companies Law 2009 (as amended)), from time to time, of that entity and/or any subsidiary of any such holding company;

**'Business day'** has the meaning attributed to it in the Stock Trading Customer Agreement;

**'Buy'** or **'Bought'** means a Transaction entered into under one of the Linked Customer Agreements by 'buying';

**'CFD'** means a contract for difference cash settled derivative contract. A contract for difference is a contingent liability investment, which means if the underlying price moves unfavourably you can be called upon to provide additional Margin;

**'CFD Account'** means a CFD account which you have opened with us and trade on pursuant to the terms of the Margin Trading Customer Agreement;

**'Charges'** means any transaction or account costs, fees or other charges notified to you from time to time;

**'Client Money Distribution Rules'** means the provisions of the DFSA Rules that relate to the distribution of money held by us from clients following a Distribution Event;

**'Collateral Cap'** has the meaning attributed to it in Term 5(4);

**'Collateral Value'** has the meaning attributed to it in Term 5(2);

**'Commission'** has the meaning attributed to it in the Linked Customer Agreements;

**'DFSA'** means the Dubai Financial Conduct Authority or any organisation that will replace the DFSA or take over the conduct of its affairs;

**'DFSA Rules'** means the rules of the DFSA as from time to time varied, amended or substituted by the DFSA;

**'Distribution Event'** has the meaning given to it in the DFSA Rules;

**'Electronic Trading Services'** means any electronic services (together with any related software or application) accessible by whatever means we offer including without limitation, trading, direct market access, order routing, API or information services that we grant you access to or make available to you either directly or through a third party service provider, and used by you to view information and/ or enter into Transactions and "Electronic Trading Service" shall mean any one of those services;

**'Event of Default'** has the meaning attributed to it in Term 8(1);

**'Exchange'** means any securities exchange, clearing house, self- regulatory organisations, alternative trading system, Multilateral Trading Facility or Organised Trading Facility as the context may require from time to time;

**'Initial Margin'** has the meaning attributed to it under the Margin Trading Customer Agreement;

**'Instruction to Deal'** means an instruction by you for us to Buy or Sell any Instrument on your behalf including, for the avoidance of doubt, an Order;

**'Instrument'** means any Share, bond or other debt instrument, gilt, investment trust, unit trust or other security or investment in respect of which we offer to deal in Transactions;

**'Leveraged Account'** means a CFD Account that is held with IG Limited;

**'Link'** means the link that is formed between your Linked Stock Trading Account and Linked Leveraged Account pursuant to this Agreement and Linked and Linking have corresponding meanings;

**'Linked Customer Agreements'** means together, the Stock Trading Customer Agreement and the Margin Trading Customer Agreement that governs your Linked Leveraged Account;

**'Linked Leveraged Account'** means a Leveraged Account which is linked to a Stock Trading Account over which we have taken security under this Agreement;

**'Linked Stock Trading Account'** means the Stock Trading Account over which you have granted security to secure obligations in connection with your Linked Leveraged Account;

**'Margin'** means the money that you are required to pay us in order to open and maintain a Transaction as set out in the Margin Trading Customer Agreement;

**'Margin Trading Customer Agreement'** means the margin trading customer agreement between you and us as amended from time to time;

**'Regulatory Law 2004'** means DIFC Law No. 1 of 2004, as from time to time varied, amended or substituted;

**'Related Rights'** means any:

(a) dividend; and

(b) right, money, shares, securities, other investment, Instrument or property accruing, offered or issued at any time in relation to any of the Secured Instruments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

**'Secured Account Assets'** has the meaning attributed to it in Term 4;

**'Secured Assets'** has the meaning attributed to it in Term 4;

**'Secured Instruments'** means all the Instruments in your Stock Trading Account which are secured by this Agreement, together with any Related Rights;

**'Secured Obligations'** has the meaning attributed to it in Term 3;

**'Sell'** or **'Sold'** means a Transaction which is entered into under one of the Linked Customer Agreements by 'selling';

**'Statement'** means a written confirmation of any Transaction, any Orders that you set and/or edit, and any Commission, Spread and other applicable Charges and Taxes that we apply;

**'Stock Trading Account'** means an account which you have opened with IG Limited pursuant to the terms of the Stock Trading Customer Agreement;

**'Stock Trading Customer Agreement'** means the Stock Trading customer agreement between you and us as amended from time to time;

**'Suspend'** has the meaning given to it in the Linked Customer Agreements, as appropriate, and 'Suspended' has a corresponding meaning;

**'Taxes'** means any taxes or levies, including stamp duty, stamp duty reserve tax (SDRT), financial transaction taxes and/or other applicable taxes or levies notified to you from time to time; and

**'Transaction'** has the same meaning attributed to it as in the Stock Trading Customer Agreement and Margin Trading Customer Agreement;

(2) a reference to:

(a) a Term is a reference to a term of this Agreement;

(b) a DIFC Law is a reference to such law in force in the DIFC as from time to time amended, consolidated or re-enacted (with or without modification) and includes all secondary legislation or regulations made pursuant to that law;

(c) any time or date will be to the time and date in Dubai, United Arab Emirates unless expressly noted to the contrary; and

(d) the singular will import the plural and the masculine will import the feminine as the context requires.

(3) Priority of documents: in the event of any conflict between this Agreement, the terms of any of the Linked Customer Agreements, or any ancillary document referred to in this Agreement, the order of precedence for the purpose of construction shall be:

(a) this Agreement;

(b) the Stock Trading Customer Agreement;

(c) the Margin Trading Customer Agreement; and

(d) any other ancillary documents referred to in this Agreement.

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