



GCC Brokers Limited

Terms and Conditions

If you have any questions, please email cs@gccbrokers.com.



TERMS AND CONDITIONS

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GCC Brokers Limited is registered in Mauritius, and regulated by the Financial Services Commission, Mauritius (FSC Mauritius) under registration number: **C193243**.

Registered Address: 20, Edith Cavell Street, Level 6 Ken Lee Building, Port Louis 11302, Mauritius



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Terms and Conditions

GCC Brokers Limited, with registered address of 20, Edith Cavell Street, Level 6 Ken Lee Building, Port Louis, Mauritius, is a registered company in Mauritius, and regulated by the Financial Services Commission, Mauritius (FSC Mauritius), under License Number: C193243.

Risk Warning

Trading in Contracts For Differences (CFDs) involves a high level of risk to your capital. It is essential to understand that you may incur profits or losses of a magnitude exceeding your initial investment. Please only trade with funds that you can afford to lose, and carefully consider the risks associated with CFD trading. Debts arising from CFD trading are legally binding and enforceable.

CFD trading may not be suitable for all individuals. Before using our services, we recommend that you assess your investment objectives, risk appetite, and level of experience. If you have any uncertainties about these Terms and Conditions, the Risk Warning, or our Execution Policy, seek clarification by contacting GCC Brokers Limited before proceeding.

By using our website or services, you acknowledge that you have read, understood, and agreed to this introductory section, the accompanying Risk Warning, and all relevant policies and agreements.

Scope

These Terms and Conditions govern the relationship between you (referred to as "client" or "you") and GCC Brokers Limited for trading activities carried out through our Online Trading Platform ("OTP") or any Downloadable Trading Platform ("DTP") provided by GCC Brokers Limited.

This Agreement includes:

- These Terms and Conditions
- The Risk Warning notice
- Your completed Application Form
- Our Execution Policy

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- Any relevant software license
- Any additional terms and conditions issued by us, including those related to accounts or other transactions contemplated by this Agreement.

By agreeing to this Agreement, you authorize GCC Brokers Limited to contact you by telephone, email or any other means of communication at any time to discuss any aspect of your account or relationship with us.

1. Representations and Warranties

Each time you enter into a Transaction, you confirm and agree that:

- All information provided by you in the Application Form and subsequently is accurate and true in all material respects.
- You fully understand and accept this Agreement, including the Contract Specifications and the Risk Warning.
- If you are an individual, you are at least 18 years old.
- Trading with GCC Brokers Limited is legal in your current jurisdiction, and you will not violate any relevant laws.
- You are taking each Transaction on your own behalf and not as a third-party representative.
- If you are a company, you are duly authorized to place any Transaction or instruction.
- Any person authorized by you to trade or issue instructions on your behalf has read and understood this Agreement and the Risk Warnings.

You acknowledge that any losses incurred due to your breach of these warranties shall be your responsibility.

2. Waiver and Enforcement

GCC Brokers Limited may waive or relax any of these Terms and Conditions on an individual basis with your agreement. This includes certain Transaction Size or Margin requirements. Any liability resulting from such waivers is solely your responsibility. The agreement to waiver or failure to enforce any part of these Terms and Conditions shall not constitute a permanent waiver, and we retain the right to enforce these rules at a subsequent time.



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Your Account and Transactions

1. Account Opening

Before engaging in any Transactions, you must open an account with GCC Brokers Limited. To do so, you need to complete and submit an Application Form either electronically through our website or by using the printable form provided with these Terms and Conditions. All mandatory sections of the Application Form must be filled out accurately. Any incorrect or unclear information may lead to the rejection of your application or delay in the account opening process.

By signing or electronically submitting the Application Form, you authorize GCC Brokers Limited to conduct necessary searches to verify the accuracy of the information you have provided. Such searches may include information from the electoral register and credit agencies.

It is your responsibility to promptly inform GCC Brokers Limited in writing of any material changes to your financial circumstances or any changes to the information provided on your Application Form, such as changes in employment, address, contact details, or email. In its absolute discretion, GCC Brokers Limited may accept such notifications over the telephone or by email. You acknowledge that any losses resulting from misdirection of contract details due to incorrect or outdated email addresses supplied by you are entirely your responsibility.

GCC Brokers Limited reserves the right to refuse any application to open an account without providing reasons for the decision.

2. Account Closure or Suspension

GCC Brokers Limited reserves the right to close or suspend your account at any time, providing a written notice of 5 working days in advance. In such cases, all open positions will be closed at GCC Brokers Limited's current quoted price, and no new trades will be accepted. Any positions held in markets that are not quoted (closed for that day) will be closed at the first available price on the next business day or, in the case of a suspended market, closed under the terms outlined herein.

3. Disclosure of Information

GCC Brokers Limited may disclose information concerning you or your account to competent authorities with jurisdiction over GCC Brokers Limited's business or any other person in good faith seeking a reference or credit reference. This includes



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disclosing such information to similar companies making inquiries about any bad debt or liability.

You are responsible for informing GCC Brokers Limited whether information regarding your account transactions should be reported to your employer, including its compliance officer. You must also specify whether contract notes and account statements should be sent to that compliance officer or any other person authorized by your employer to receive such information.

Services

1. Types of Transactions

Subject to your compliance with this Agreement, we may enter into contracts with you for the following types of Transactions:

- a. Forward Contracts for Differences (CFDs) on single securities, baskets of securities, stock or other indices, base and precious metals, commodities, and currencies (foreign exchange).
- b. Any other investments that we may agree to offer in writing or online from time to time.

2. Execution-Only Basis

Our services will always be provided on an execution-only basis. We will not provide you with any advice on the merits or suitability of entering into this Agreement or any Transaction covered by it. While we may offer generic or factual information on the nature, terminology, and procedures involved in such Transactions or provide factual financial data information, you should rely on your own judgment when deciding whether to enter into any Transaction under this Agreement.

3. Order Execution Policy

When we execute an order on your behalf, we will generally follow our Order Execution Policy. A summary of our current Order Execution Policy has been provided to you.

4. Contract Specifications

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We provide Contract Specifications that explain various matters related to this Agreement and the services we offer. Before entering into any Transaction, you must thoroughly read the Contract Specifications. If there is any aspect you do not fully understand, seek clarification from us before proceeding with the Transaction.

5. Quoting Hours and Transaction Sizes

Transactions with GCC Brokers Limited can only be made during our Quoting Hours for the specific market and within the permissible Size(s) as detailed in the Contract Specifications, unless otherwise agreed. The minimum and maximum transaction limits are set by us based on normal market sizes with live price information. Current minimum and maximum limits are available upon request and are also detailed in the Contract Specifications. We reserve the right to change these limits, and it is your responsibility to be aware of the current limits before entering any Transaction. We may also waive Transaction Size limits with or without prior notice to you.

6. Margined Transactions

Our activities under this Agreement may involve margined transactions, as further explained in Clauses 7 and 8 below.

7. Compliance with Applicable Laws

We reserve the right to take any action necessary in our absolute discretion to ensure compliance with Applicable Laws while providing our services. You agree to strictly comply with all Applicable Laws, and failure to do so may result in termination of this Agreement. Compliance with market abuse regulations, such as insider trading and directors trading in shares of their own companies, is particularly emphasized.

8. Interruption of Services

GCC Brokers Limited will not be liable for any losses incurred due to any interruption of power supply, electronic communication, information system, or any event preventing us from providing information in the markets we usually quote.

9. System Maintenance and Technical Issues

The client acknowledges that GCC Brokers Limited and related systems may undergo maintenance, updates, or technical failures, including system shutdowns, restarts, or refreshes, to ensure effective operation. During system maintenance or updates, the trading platform or related systems may be inaccessible for a certain

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period. Additionally, mechanical, chart, software, misquote, computer, telecommunications, and/or electronic system failures or issues may occur. In the event of such system issues or failures, GCC Brokers Limited assumes no responsibility for any losses, including financial loss, caused by any of the actions referred to in this section.

Placing Trades

1. Acceptance of Trade Requests

GCC Brokers Limited is not obligated to accept any trade request. Transactions with GCC Brokers Limited can only be made through an OTP or DTP. The platforms have minimum computer software requirements, and clients are encouraged to download and install updates promptly to ensure efficient platform functionality.

2. Two-Way Price and Spread

GCC Brokers Limited quotes a two-way price involving a spread between the buy and sell price. As a client, you may choose to buy at the higher price or sell at the lower price.

3. Providing Account Information

When placing a Transaction, you must provide your name and account number or username. Without this information, no Transaction will be permitted, even if it is to close an existing open position. For telephone transactions, the Transaction will only be accepted when GCC Brokers Limited confirms its acceptance. Verbal acceptance of a trade by GCC Brokers Limited does not negate either party's rights in the event of a Pricing Error.

4. Recording of Conversations

All calls to GCC Brokers Limited telephone lines are recorded, and clients agree to the recording of such conversations. OTPs and DTPs retain histories of all Transactions conducted over that medium, including those entered by GCC Brokers Limited following telephone instructions. These records and recordings may be used as evidence in any dispute.

5. Transaction Confirmation

Transactions placed via an OTP will be confirmed through an email contract note, while DTP transactions will be confirmed via an on-screen contract note. The

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contract is binding on both parties unless there is a Pricing Error. GCC Brokers Limited treats Transactions placed via an OTP or DTP as active upon receipt of instruction and acceptance. Transactions are typically confirmed at the time they are made by electronic means.

6. Username, Password, and Account Security

Your username, password, and account number are sensitive information. Any Transactions made on your account using this information will be considered valid. Do not disclose your username, account number, or password to anyone, except for your account number to an Authorized Third Party as per Clause 15. You must immediately inform GCC Brokers Limited if you suspect a third party has accessed your account information or if someone other than you (or your Authorized Third Party) is transacting on your account.

7. Compliance with Local Jurisdiction

For Transactions placed via an OTP or DTP, GCC Brokers Limited is not obligated to recognize the domain from which a client is trading. It is your sole responsibility to determine the legality of placing trades from your local jurisdiction.

8. Validity of Quotes

A Transaction can only be placed on a valid Quote. Prices may change after being quoted but before you trade. A Quote given over the telephone is only valid for that conversation and may not be available in subsequent calls. Quotes given as "indication only" are not valid and cannot be traded unless otherwise agreed. Quotes qualified as no longer valid before placing a Transaction are also not tradable.

9. GCC Brokers Limited's Discretion and Responsibilities

GCC Brokers Limited may, at its absolute discretion, reject or accept your proposed Transaction made via an OTP or DTP, as the prices quoted are indicative. Due to the nature of online trading systems and potential market price feed delays or misquotes, GCC Brokers Limited may remove or delete Transactions that do not reflect actual market prices at the time of placement. GCC Brokers Limited will not be responsible for losses incurred on rejected or canceled Transactions and is not liable for losses made with other companies due to reference to a rejected or canceled trade.

10. Extreme Price Volatility and Trade Cancellation

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During times of extreme price volatility due to economic or political events, online price providers may slow down service to customers, leading to delays in trade execution. GCC Brokers Limited primarily relies on automated systems to execute trades and maintain fixed spreads. However, during such volatile times, GCC Brokers Limited reserves the right to cancel any trade confirmed by the automated system if it does not reflect the actual market price or has been delayed due to latency issues. This is to prevent misuse of the automated system or fixed spread.

11. No Scalping Allowed

GCC Brokers Limited does not permit scalping or sniping, where clients attempt to exploit the automated services for short-term gains. Clients are urged to trade ethically and not abuse the competitive services provided. Clients will be held solely liable and must indemnify GCC Brokers Limited from any damages or losses resulting from canceling such trades. Scalping or sniping is not allowed.

Trading

1. Trading on Price Outcome

Clients should be aware that they are trading based on the price outcome of a financial derivative and will not have rights to delivery or be required to deliver the underlying product.

2. Off-Exchange Trading

The trading with GCC Brokers Limited occurs off-exchange or over-the-counter (OTC). This means that GCC Brokers Limited directly enters into contracts with clients in respect of the financial instruments they wish to trade.

3. Islamic/SWAP-Free Accounts

GCC Brokers Limited reserves the right to discontinue an Islamic/SWAP-free account by providing 24 hours' notice. This right may be invoked if there is suspicion of abuse. In such cases, GCC Brokers Limited may, at its sole discretion, close all open positions in the account and add or deduct swaps for all transactions previously made in the account. GCC Brokers Limited may also decline any further requests from the client to be exempted from SWAP.



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4. Adjustments for Constituent Securities

The provisions mentioned above also apply to any constituent security of a securities basket or securities index and may be adjusted proportionately based on the respective weighting of the affected security within the securities basket or securities index.

5. Special Situations for Share Trading

In certain circumstances, such as a share becoming subject to a takeover offer, suspension, merger, or stock split, GCC Brokers Limited reserves the right to close any or all trades at the closing price of the day or the last closing trading price before the amendment.

6. Partial Closures and Illiquid Markets

In some market conditions, it may not be possible to close a single share Transaction fully at one price. In such cases, the Transaction may be closed at a price reflecting the price at which GCC Brokers Limited can transact any relevant underlying hedge during the trading hours of the Underlying Market. If the Underlying Market for an existing open Position becomes illiquid, leaving GCC Brokers Limited unable to purchase or borrow sufficient underlying shares or contracts, GCC Brokers Limited reserves the right to close all or part of the Transaction at the current GCC Brokers Limited Quote.

7. Dividends, News Announcements, and Equity/Margin Levels

If a share or Underlying Market is subject to dividends or fundamental news announcements, and a client has an existing open position in the same shares, GCC Brokers Limited may close partial or all positions to bring the equity/margin level above 200%.

8. Trading in Concert

If multiple clients are placing identical trades in concert, GCC Brokers Limited may, at its sole discretion, treat this as one Trade. In such cases, if the combined size exceeds the market liquidity and slippage occurs, all clients may be treated the same, regardless of their individual stake size, and filled at the same level where GCC Brokers Limited was realistically able to trade in the Underlying Market.



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Open Positions

1. Closing Positions

Positions may be closed at any time within GCC Brokers Limited's Quoting Hours, except when the relevant market is suspended or unavailable for any reason. GCC Brokers Limited may consider accepting closure of Positions at other times based on market conditions, but it is not obligated to do so.

2. Closing Prior to Expiry Date

You are not required to close a Position before the Expiry Date, as long as your account is not in deficit. However, in certain circumstances and in accordance with these Terms and Conditions, GCC Brokers Limited may have the right or may be required to close your Position before the Expiry Date, even if your account is not in deficit.

3. Expiry Date on Non-Business Days

If the Expiry Date of a Transaction falls on a day that is not a recognized business day of the relevant Underlying Market, then the business day immediately preceding the stated Expiry Date will be considered the Expiry Date, unless an alternative is specifically stated in the Contract Specifications or notified otherwise by GCC Brokers Limited.

4. Automatic Closure at Expiry Date

Open Positions will automatically close on their Expiry Date and at the specified expiry time, as detailed in the Contract Specifications, at the GCC Brokers Limited closing price on that day. Customers with existing futures open interest are advised to take notice of the market information sheet and act accordingly.

New, Stop Loss, and Limit Orders

1. New Orders

New Orders are orders that are not linked to an existing open Position (although they may close existing Positions if, when executed, they create trades that are opposite to existing open Positions), and GCC Brokers Limited accepts the following types of new orders:

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- Good Till Canceled (GTC): The order will remain in effect until canceled by you or until the market expires and GCC Brokers Limited ceases to quote the relevant market.
- Good For Day (GFD): The order will remain in effect until the end of GCC Brokers Limited's Quoting Hours for the relevant market for that day.
- Good Until (GUT): The order will remain in effect until the time and date specified by you when placing the order or until GCC Brokers Limited stops quoting the relevant market, whichever comes first.

All Good Till Canceled, Good For Day, and Good Until orders are based on the GCC Brokers Limited Quote/Our Quote.

2. Execution During Trading Hours

A Good Till Canceled order will only be valid during GCC Brokers Limited's Quoting Hours for the relevant market. In case of any gap between the close of the market as quoted by GCC Brokers Limited on one trading session and its subsequent reopening either on the next session or due to a Force Majeure, the Client's Stop will be executed at the GCC Brokers Limited Quote based on the first price that GCC Brokers Limited can reasonably obtain in the Underlying Market.

3. Stop Loss Orders for Open Positions

Stop Loss orders placed on open Positions will be considered Good Until Canceled or until the contract expires, or until you close the relevant Position. These orders will be in respect of the GCC Brokers Limited Quote/Our Quote and valid only for the specific market accepted by GCC Brokers Limited.

4. Outside Trading Hours

Orders placed in markets quoted by GCC Brokers Limited outside the trading hours of the relevant Underlying Market are based on GCC Brokers Limited's Quote/Our Quote. These orders may be filled at the GCC Brokers Limited Quote based on a price that GCC Brokers Limited considers fair and reasonable in light of prevailing world markets at that time.

5. Trading Hours and Order Execution

GCC Brokers Limited will accept orders placed in any market during the hours it offers a Quote in that market. However, no Stops or other orders of any kind will be executed outside of GCC Brokers Limited's quoting hours for that market, except

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by agreement with GCC Brokers Limited. Upon the opening of any market quoted by GCC Brokers Limited, any currently actionable Stop, Limit, or New Order will be filled at the first Quote for the relevant market that GCC Brokers Limited can reasonably obtain with reference to the Underlying Market and the size of the order.

6. Canceling Orders

It is your responsibility to cancel any order that you no longer require. Any uncanceled order placed by you may be filled by GCC Brokers Limited and may cause losses for which you will be liable. In the case of Stop Loss orders, if the related Transaction is closed by you, the Stop Loss order will be automatically canceled. If the underlying Stop Loss on any open Position was actionable before you closed the open Position, GCC Brokers Limited may, at its sole discretion, adjust the closing price of your trade to reflect the Stop Loss price.

7. Execution of Orders

An order will be executed when the GCC Brokers Limited Quote reaches the price specified in your order or trades through the price specified. All Quotes are based on an Underlying Market sourced from either a recognized global exchange or from a wholesale counterparty. GCC Brokers Limited's Quote may be higher or lower than the Underlying Market due to interest rate costs, dividends, scrip issues, stock splits, competitors' quotes, or the weight of client business. It is crucial to understand the definition of Our Quote for the correct operation of your account, and if there is any confusion, it is recommended to contact GCC Brokers Limited for clarification.

8. Notification of Filled Orders

GCC Brokers Limited is not obliged to inform you if an order is filled. It is solely your responsibility to ensure that you know at all times whether any order has been filled or is still active. If you are unsure about the validity of any Transaction, it is your sole responsibility to contact GCC Brokers Limited immediately, preferably by telephone, to obtain clarification.

9. Amending Orders

Once a Stop, Limit, or New Order level is reached, GCC Brokers Limited may, at its sole discretion, allow you to amend this order before it has been executed. While receipt of any confirmation of an order amendment is not binding on GCC Brokers Limited, the company may decide, at its sole discretion, to execute the original

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order if the activation of that order occurred before the amendment was made. GCC Brokers Limited shall not be liable for any Positions generated by clients' assumption of non-activation of a fairly executed order.

10. Non-Guaranteed Orders

Unless otherwise stipulated, no orders are guaranteed and are subject to Gapping (explained in 7.14).

11. Gapping and Losses

If a New Order is subject to Gapping (see 7.14) on activation and the order is executed at a price that would also have activated any associated Limit or Stop orders, then the Position will be immediately closed with a loss to the client equal to the prevailing GCC Brokers Limited quoted spread for that market.

12. Definition of Gapping

"Gapping" refers to an occurrence where the market moves from one quoted price to another, and the second quote is significantly different from the first. This may trigger a Gapping event, and there are various reasons why this might happen.

13. Order Execution During Slippage

All orders (Stop, Limit, or New Order) are subject to slippage on the market open. If slippage occurs during trading hours, any buy order (new or limit) below the market or sell order (new or limit) above the market, and sell orders (closing or stop) below the market or buy orders (closing or stop) above the market, may be subject to slippage. Additionally, if any market gaps from one quoted price to another due to any market-sensitive information, such as a profit warning or an economic data release, then any order placed between these prices will be activated.

14. Order Filling and Gapping

Where a series of orders may be filled to close existing open Positions and/or open new Positions, GCC Brokers Limited will fill orders at its sole discretion, and the sequence in which they are seen by GCC Brokers Limited will determine the filling. If this results in subsequent orders having insufficient Trading Resources for activation, then these orders will be canceled. GCC Brokers Limited will not prioritize order filling sequences that may result in one order being filled and another failing, and it will fill orders as and when they are seen by GCC Brokers Limited and at the company's sole discretion.

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Margin Calculations

1. Deposit Accounts and Margin Requirement

GCC Brokers Limited generally only allows clients to trade on Deposit Accounts, where money must be deposited before trading can commence. You agree to provide and maintain on your account at all times sufficient Margin to cover the Margin Requirement for each Transaction entered into by you.

2. Alteration of Margin Requirements

GCC Brokers Limited may, at its sole discretion, alter the Margin Requirements on your account. The company will normally monitor the amount of Margin available for any Transaction but reserves the right to demand further Margin than originally requested. During high market volatility, depending on the weight of customer business, trading style, important fundamental releases, or general increase of margin for an instrument on the exchange, or at the closing of the week, GCC Brokers Limited reserves the right to increase the margin requirement by reducing the leverage offered and/or increasing the stop out level (equity/margin) up to 100%, and will provide written notice to the clients in such cases. If the stop out level falls below 100%, GCC Brokers Limited will hedge the positions or partially close them to bring the equity/margin back above 100%, and customers will be liable for any damages or losses that may result from the position closures.

3. Closing of Positions due to Stop Out Level

GCC Brokers Limited maintains the right to close any client position/positions when the stop out level (equity/margin) falls to 0% of the total margin requirement or the level agreed with the client. If the balance or equity becomes negative as a result of the stop out, GCC Brokers Limited reserves the right to claim the balance from the client to adjust the equity back to zero. As stated in clause 8.2, GCC Brokers Limited reserves the right to increase the stop out level by giving written notice to the client.

4. Stop Loss Orders and Margin Requirement

An order placed as a Stop Loss for a position may not necessarily reduce the Margin Requirement.

5. Recognized Maximum Single Size

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GCC Brokers Limited, in its absolute discretion, may permit any trade for a Size that is above the recognized maximum single Size for a particular market.

6. Changes in Minimum IMR and Stop Out Level

GCC Brokers Limited may change the minimum Initial Margin Requirement (IMR) for any market and stop out level from time to time without prior notice to you. These new margin requirements and stop out levels will be applied to all your existing Positions as well as any new Transactions. The Contract Specifications set out the minimum IMR for most contracts at the time of publication. Margin Requirements not listed in the Contract Specifications or that have changed since the date of publication will be provided upon request or posted on the website. It is your responsibility to ensure that you are using the most recent applicable margin requirements.

7. New or Temporary Markets

Occasionally, new or temporary markets are created, and they may have specific margin requirements that may not be published but will be available upon request.

8. Meeting Margin Obligations

You undertake to provide and maintain on your account at all times sufficient cleared funds to meet the margin requirement for your Transactions. Failure to meet your margin obligations at any time is considered a Default Event, and GCC Brokers Limited may close out your open Positions without notice.

9. Total Financial Liability

Neither the funds on your account nor the margin applied to your Position(s) represent your total financial liability to GCC Brokers Limited.

10. Margin Requirements and Dividends

GCC Brokers Limited reserves the right to increase margin requirements prior to the release of a dividend. If you hold long positions on the ex-dividend date, you will receive a dividend in the form of a cash adjustment (deposit). If you hold a short position on the ex-dividend date, you will be charged the dividend amount in the form of a cash adjustment (withdrawal).



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Margin Calls

It is your responsibility to monitor your open Positions and all other relevant factors used to calculate the Margin payable for your trades. GCC Brokers Limited is not obliged to make Margin Calls on your behalf or within any specific time period.

The company shall not be liable to you for any failure to contact you or attempt to contact you regarding Margin requirements or changes in Margin. It is crucial that you stay informed about your account's Margin status and ensure that you have sufficient funds to cover the required Margin at all times to avoid any potential liquidation of your Positions due to Margin deficiencies.

Fees and Payments

1. Payment Obligations

In addition to Margin payments, clients are obligated to pay GCC Brokers Limited for Transactions or Positions, including any charges and commissions specified in the Contract Specifications.

Clients may also be required to pay sums to clear any debit balance on their accounts.

2. Taxes and Other Fees

Clients are responsible for paying all applicable taxes, including Value Added Tax (VAT), and other fees incurred by GCC Brokers Limited in connection with any Transaction.

Any future changes to tax laws that impose stamp duty, capital gains tax, or other taxes on Transactions will be borne by the client.

Clients may be liable for other charges and taxes not imposed by GCC Brokers Limited, and it is their responsibility to ensure timely payment of such charges and taxes.

Independent advice is recommended if clients are uncertain about additional charges or taxes that may apply due to their Agreement with GCC Brokers Limited.

3. Charges Imposed by Payment Providers

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If credit or debit card companies or other payment providers impose charges on deposits to the client's account, these charges may be passed on to the client by GCC Brokers Limited.

GCC Brokers Limited will not be held responsible for non-payment of these charges and will not be liable for any proceedings or further charges resulting from such non-payment.

4. Commission and Charges Sharing

GCC Brokers Limited may share commission and charges with Associated Companies, Trading Partners, or other third parties in respect of Transactions entered into with clients.

Details of such remuneration or sharing arrangements will not be provided in the contract note.

Commissions and charges will be paid only when GCC Brokers Limited is satisfied that such payments do not compromise its obligation to act in the best interests of its clients.

Transaction Specifications

1. Contract Specifications

- The Contract Specifications contain essential information for each market offered by GCC Brokers Limited.
- Clients are strongly advised to thoroughly understand the Contract Specifications for the markets they intend to trade in.

2. Information Provided in Contract Specifications

- The Contract Specifications cover details such as:
 - i. contract months available in each market,
 - ii. GCC Brokers Limited's buy/sell spread and/or commission rate,
 - iii. minimum Initial Margin Requirement (IMR) for each market,
 - iv. basis of settlement,

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- v. last day of dealing,
- vi. Transaction Size specifications,
- vii. GCC Brokers Limited Quoting hours,
- viii. applicable interest rate for Overnight Financing, and
- ix. other relevant information for various markets.

3. Accuracy and Amendments

- GCC Brokers Limited has made efforts to ensure the accuracy of the Contract Specifications. However, it reserves the right to amend any part of the Contract Specifications at any time.
- Clients should stay updated with any changes to the Contract Specifications.

4. Quoted Spreads and Commission Rates

- Current spreads and/or commission rates on contracts will be quoted upon request.
- GCC Brokers Limited has the right to change spreads, commission rates, or Size specifications without prior notice, especially in volatile market conditions or when the Underlying Market experiences illiquidity.
- Telephone-quoted spreads may differ from those available on an OTP or a DTP at the discretion of GCC Brokers Limited.

Expiry of Future Contracts

1. Rollover Policy

- GCC Brokers Limited does not roll-over dated OTC Future contracts.
- All positions that are still open at the expiration date will be automatically closed at the GCC Brokers Limited closing price on that day.

2. Next Month Contracts Availability

- Next month contracts will be made available for trading at least four days before the front month's expiration.

GCC Brokers Limited is registered in Mauritius, and regulated by the Financial Services Commission, Mauritius (FSC Mauritius) under registration number: **C193243**.



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- Clients are advised to monitor expirations and be proactive in managing their positions accordingly.

3. Client Responsibility

- It is the sole responsibility of the client to stay informed about contract expirations and to take appropriate action before the expiration date to avoid automatic closure of positions.
- Clients should be aware of the availability of next month contracts and plan their trading strategies accordingly to avoid disruptions caused by contract expirations.

Account Settlement and Set Of

1. Debit Account Balance

- If your account has a debit balance, the full amount of that balance is due immediately.
- Payment must be made in the currency in which the debit balance is denominated, or as agreed with GCC Brokers Limited at an exchange rate designated by GCC Brokers Limited.

2. Payment Methods

- GCC Brokers Limited requires immediate payment of any debit account balance by SWIFT transfer, debit/credit card, or any other method of immediate electronic funds transfer acceptable to GCC Brokers Limited.
- Payment must be delivered to GCC Brokers Limited bank accounts by 2:00 pm on the same business day that the debit account balance became due.
- GCC Brokers Limited has the right to refuse payment by cheque without notice and without giving any reason.

3. Interest on Late Payments

- GCC Brokers Limited is entitled to charge interest on all sums payable that are not paid within 5 days of their due date.

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- The interest rate charged by GCC Brokers Limited for late payments is 2% per calendar month or part thereof cumulative on the sum owed to GCC Brokers Limited.

4. Cost Recovery

- You are responsible for reimbursing GCC Brokers Limited for any costs or expenses incurred in recovering any outstanding debts.
- All debts to GCC Brokers Limited are recoverable by law. The company will actively pursue any sum that is due.
- GCC Brokers Limited has the right to debit any costs, interest, or expenses incurred in recovering debts from your account or any other account in which you hold an interest.

5. Unrealized Profits and Losses

- Unrealized profits are not available for electronic withdrawal and cannot be used to offset your obligation to pay realized losses.

6. Holding of Funds

- GCC Brokers Limited is entitled to hold funds in your account to cover adverse cash positions, Margin Requirements, uncleared funds, realized losses, and any other amounts due under the Agreement.

7. Set-Off of Liabilities

- GCC Brokers Limited may set off any liabilities it owes you against any amount you owe to GCC Brokers Limited.
- GCC Brokers Limited has the right to consolidate any or all of your accounts, or accounts in which you have a part or management function, without notice and at its absolute discretion.

8. Settlement of Open Positions

- GCC Brokers Limited may require the settlement of all open positions at any time and with immediate effect.
- Settlement will be made at the prevailing GCC Brokers Limited Quote (Our Quote) for each trade at the time of settlement or as soon as practicably possible.

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TERMS AND CONDITIONS

9. Deduction of Erroneous Deposits

- GCC Brokers Limited is entitled to deduct, without notice or recourse to you, any funds deposited or credited to your account in error by GCC Brokers Limited or on its behalf.

Conflict of Interests

1. Recognition of Conflict of Interests

- GCC Brokers Limited acknowledges the possibility that its directors, employees, associates, consultants, or any other individuals related to GCC Brokers Limited may have interests, financial or otherwise, that could conflict with the best interests of clients.

2. Risk Mitigation Measures

- GCC Brokers Limited has implemented systems and procedures to identify and manage material conflicts of interests to prevent and minimize the risk of such conflicts negatively impacting clients.

3. Access to Conflicts of Interest Policy

- Clients who wish to have further information about GCC Brokers Limited's Conflicts of Interest Policy or have concerns about specific conflicts of interest that may affect them can contact GCC Brokers Limited for more information.

Authorized Third Party

1. Appointment of Authorized Third Party

- We understand that there may be situations where you find it necessary or beneficial to authorize someone to manage your account with GCC Brokers Limited. Should you choose to do so, both you and the person you wish to authorize (referred to as an "Authorized Third Party") will need to execute and provide GCC Brokers Limited with a letter in the form of a signed Power of Attorney document, granting the necessary authorization for the Authorized Third Party to operate your account.

2. Signature Verification Requirement

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- If you have opened an account electronically and we do not possess an original copy of your signature, the appointment of an Authorized Third Party will be deferred until you furnish us with an independently verified example of your signature. This may include providing a photocopy of your passport or driver's license as proof of your signature.
3. Client Responsibility for Authorized Third Party Actions
 - It is essential to emphasize that you will bear full responsibility for all actions undertaken by the Authorized Third Party on your behalf. GCC Brokers Limited will duly acknowledge and accept instructions from the Authorized Third Party until we receive a written notice from you, specifically revoking the authority granted to the Authorized Third Party. To ensure the validity of this revocation, the written notice must be sent to our Client Services department through registered mail or delivered in person and countersigned by an officer of GCC Brokers Limited. Upon receiving this instruction, we will promptly change your account number and any associated passwords.
 4. GCC Brokers Limited's Right to Refuse Instructions
 - It is within the prerogative of GCC Brokers Limited, without prior notice to you, to decline accepting instructions from any Authorized Third Party and to consider the appointment of such Authorized Third Party as terminated. We reserve this right to safeguard your interests and maintain the security of your account.

Termination

1. You have the right to terminate this Agreement at any time by giving written or verbal notice to us.
2. To close your account, you can contact us via email, writing, or telephone to instruct us accordingly.
3. We will only close your account if you have no outstanding monies owed to us, and any open positions shall be closed following Clause 9.5 above.
4. Any losses incurred on your account before closure shall be immediately payable by you.

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TERMS AND CONDITIONS

5. GCC Brokers Limited may close or suspend your account with immediate effect under the following circumstances:
 - Breach of this Agreement (the Terms and Conditions) by you.
 - Making any material misrepresentation to GCC Brokers Limited.
 - Failure to provide requested information for verification purposes.
 - Acting in a rude or abusive manner towards GCC Brokers Limited employees.
 - GCC Brokers Limited exercising its sole discretion to terminate your account.
6. Upon termination by either party, all open positions shall be immediately closed based on the current quote provided by GCC Brokers Limited.
7. If any market is closed for any reason, the closure will occur at the next available quote reasonably provided by GCC Brokers Limited upon the market's reopening.
8. No new trades will be accepted by GCC Brokers Limited after termination.
9. Termination of this Agreement will not entail any penalty for either party, and accrued rights will remain unaffected.
10. We may consolidate any or all of your accounts and deduct any amounts owed to us before transferring any credit balances to you.

Insolvency or Default Event

1. In the event of an Insolvency Event or Default Event, GCC Brokers Limited may (but is not obligated to) take the following actions:
 - Close (partially or entirely) all open positions held by you, with immediate settlement of profits or losses from such trades.
 - Close all of your accounts and refuse to accept any new instructions or trades from you.
 - Implement stop orders on all open positions.
 - Take any reasonable action to safeguard the interests of GCC Brokers Limited, as solely determined by GCC Brokers Limited.

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Client Funds

1. GCC Brokers Limited will hold funds received from you or on your behalf in segregated bank accounts known as Clients accounts.
2. All Client funds will be held in bank accounts designated for client funds.
3. GCC Brokers Limited does not pay interest on client funds held.
4. If there has been no account balance movement for at least six years, and reasonable attempts to trace you are unsuccessful, GCC Brokers Limited may cease to treat your money as client funds. However, records of released balances will be retained, and GCC Brokers Limited will undertake to satisfy any valid future claims against those balances when applicable.
5. You are not allowed to assign any portion of your profits or losses to third parties, and third parties may not deposit or withdraw funds from your account.
6. Withdrawals from your account must be paid directly to you through SWIFT transfer or debit/credit card payments.
7. In compliance with fraud prevention and money laundering regulations, GCC Brokers Limited will refund funds back to the original source of deposit.
8. If funds were deposited by card, refunds will be returned to the same card where possible. If not possible, GCC Brokers Limited may request original bank statements showing the original fund transfer to process the refund to the respective bank account.
9. If funds were deposited by bank transfer, GCC Brokers Limited may require sight of the original bank statement confirming the deposit before any refund is made.
10. In cases where bank accounts have been closed, GCC Brokers Limited may request a letter from the originating bank stating the account's closure and no outstanding funds owed to the bank. GCC Brokers Limited may also require sight of the original deposit transfer statement from the closed account and the new bank account statement before refunding to a new bank account.
11. In cases of discrepancies between card details and GCC Brokers Limited's account details as provided by you, GCC Brokers Limited may require original bank statements or relevant evidence to confirm your new status before processing a refund.

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TERMS AND CONDITIONS

Deposits, Withdrawals and Refunds

1. Deposit and Payment

- The Client can only deposit using the payment systems available in the "Deposit" section of GCC Brokers Limited's Client Portal.
- Payment of services is considered complete when all appropriate funds are credited to GCC Brokers Limited's account.

2. Responsibility for Delays

- GCC Brokers Limited holds no responsibility for trading operation results in case of delays in depositing funds into the Client's account.
- The Client assumes full responsibility for any financial risks arising from such delays.

3. Cancellation of Deposit or Withdrawal

- GCC Brokers Limited may cancel the Client's deposit or withdrawal if the account is funded by a third party or if the Client attempts to withdraw on behalf of a third party.
- In such cases, the deposited funds will be transferred back to the same bank details they originated from, and the Client will be charged all costs for funds transfer.

4. Currency Exchange

- If the trading account is credited in a currency other than the one in which it is maintained, funds will be credited based on an internal exchange rate adopted by GCC Brokers Limited at the deposit date.
- Withdrawal requests will be processed using GCC Brokers Limited's internal currency rates at the date of withdrawal.

5. Withdrawal Process

- Withdrawals can be requested through the secure Client Portal, and an acknowledgment of the request is sent to the registered email address.
- Withdrawal will be reviewed and processed by the accounts department.

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- The Client is responsible for providing accurate information in the withdrawal application.
- GCC Brokers Limited will process withdrawals only to respective nominated accounts, based on the deposit method.
- GCC Brokers Limited may refuse the Client's withdrawal request if different withdrawal and depositing systems are used.

6. Withdrawal Charges

- GCC Brokers Limited will bear the fees for one withdrawal per calendar month if the client has traded a minimum of 5 lots or if there is a remaining balance in their account.
- Charges will apply for the Client's second withdrawal per month or if the client has not traded at all, depending on the payment method.

7. Account Closure and Refunds

- The Client can close their trading account at any time, subject to certain conditions.
- GCC Brokers Limited will approve the account closure if certain conditions are met, such as but not limited to no active investments placed and no ongoing investigations associated with the Terms of Services.
- If the Client's account has been suspended due to violation of the Terms of Services or any other form of abuse, earnings/profits will be annulled.
- Refund requests can be made if the account was deposited into, but no orders were executed by the client.
- The same method of payment used for the deposit will be used for the refund.
- Refund requests are processed within one working day but may take up to three to five working days to reach the Clients' accounts and up to fifteen working days for transactions via credit/debit card.

8. Responsibility for Losses

- GCC Brokers Limited is not obligated to provide any refund in case the incurred loss was caused due to any reason either foreseen or unforeseen.

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TERMS AND CONDITIONS

Force Majeure

1. Force Majeure events are exceptional, unusual, or emergency market conditions that may prevent GCC Brokers Limited from fulfilling its obligations. These events include, but are not limited to:
 - Markets in an emergency or exceptional state, as reasonably assessed by GCC Brokers Limited.
 - Suspension, closure, or imposition of limits or special terms on trading in any market used for quoting by GCC Brokers Limited.
 - Occurrence of speculative movements that distort market prices, as reasonably assessed by GCC Brokers Limited.
 - Compliance with any law, government order, regulation, or direction.
 - Events preventing orderly markets in any normally quoted contracts by GCC Brokers Limited.
 - Abnormal loss of liquidity or excessive volatility in quoted markets or reasonable anticipation of such events by GCC Brokers Limited.
 - Natural disasters, strikes, riots, civil commotion, terrorism, interruption of power supply, electronic communication, technical issues, or other events beyond GCC Brokers Limited's control.
2. In the event of a Force Majeure situation as reasonably assessed by GCC Brokers Limited, the company may take the following actions at its absolute discretion:
 - Suspend trading and/or amend quoting hours for all or any markets.
 - Increase deposit/Margin requirements and/or amend credit limits for Credit Accounts.
 - Close any or all open Positions.
 - Refuse to take further Transactions, even if they would be closing trades.
 - Immediately require payment of Margin and/or any other amounts owed by the client.

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- Cancel or fill orders at levels deemed fair and reasonable by GCC Brokers Limited in good faith.
 - Reduce the maximum allowable Transaction Size.
 - Vary any quoted spreads.
 - Suspend or amend any part of these Terms and Conditions if compliance is impossible or unreasonable for GCC Brokers Limited.
 - Take actions deemed proper by GCC Brokers Limited to protect clients and the company as a whole.
3. In the absence of fraud or bad faith, GCC Brokers Limited shall not be liable to the client for any losses resulting from actions taken in accordance with this Clause during a Force Majeure event.

Confirmations, Queries on Accounts, Complaints and Compensation

1. Contract Notes and Confirmations

- GCC Brokers Limited will provide contract notes for all Transactions, order amendments, or cancellations.
- Contract notes will be displayed on-screen for DTP Transactions and emailed for telephone orders on OTP products.
- Material actions affecting your account will trigger email and/or on-screen confirmations.
- The absence of a confirmation email or on-screen confirmation will not affect the validity of any placed Transaction or order.

2. Responsibility to Review and Report

- It is your responsibility to stay updated on all your Transactions and Positions.
- Upon receiving a contract note, you must check for accuracy and report any errors or issues to GCC Brokers Limited promptly.

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- Regularly review your online statement for account updates.
 - Account statements will be available online unless your account is suspended or OTP/DTP is unavailable.
3. Disputes and Complaints
- Notify GCC Brokers Limited immediately if you receive a contract note for a Transaction you did not place or do not receive a contract note for a placed Transaction.
 - Promptly report any errors or disputes in contract notes or statements to GCC Brokers Limited.
 - In case of disputes, GCC Brokers Limited may close any Position in dispute at the prevailing quote without reopening or reinstating the trade.
4. Client Funds Protection
- Client funds will be held in a segregated bank account for protection.
 - In the event of GCC Brokers Limited's insolvency, client money held in the third-party bank account will be protected.
 - In case of third-party bank insolvency, you may be eligible for compensation from the Scheme, subject to specific circumstances and your business status.

Alterations to these Terms and Conditions

1. GCC Brokers Limited reserves the right to make alterations to these Terms and Conditions.
2. Any alterations will be communicated to you by notice.
3. The changes will be effective immediately upon service of the notice.
4. The altered Terms and Conditions will apply to all open Positions and unfulfilled orders as of the effective date of the change and thereafter.



TERMS AND CONDITIONS

Notices

1. All notices will be sent to clients of GCC Brokers Limited via the email messaging medium.
2. Subject to all other provisions of these Terms and Conditions and the Agreement GCC Brokers Limited is liable to you to pay you your realized available profits. The foregoing is GCC Brokers Limited's entire liability to you.
3. You shall indemnify us and keep us indemnified on demand in respect of all liabilities, costs, claims, damages and expenses of any nature whatsoever (present, future, contingent or otherwise and including legal fees) which we suffer or incur as a direct or indirect result of a breach by you of your obligations under this Agreement or under the laws and regulations in force or us exercising our rights under in relation to the Default Event provisions detailed in these Terms and Conditions, unless and to the extent such liabilities, costs, claims, damages and expenses are suffered or incurred as a result of our gross negligence or willful default. You shall indemnify us and keep us indemnified against all losses which we may suffer as a result of any error in any instruction given to us by any Authorized Person or acting on any instruction, which is, or appears to be, from an Authorized Person.
4. GCC Brokers Limited shall not be liable:
 - for any loss, expense, cost or liability (together "Loss") suffered or incurred by you unless and to the extent that such Loss is suffered or incurred as a result of our negligence or willful default;
 - for any indirect or consequential loss or damage (whether for loss of profit, loss of business or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in relation to this Agreement; or
 - for any loss suffered or incurred by you as a result of any error in any order, instruction or information given by you or an Authorized Person, or as a result of us acting on any order or instruction which is, or appears to be, from such Authorized Person.
5. If any of these Terms and Conditions shall be found to be unenforceable or invalid, such unenforceability or invalidity shall not affect any other part of these Terms

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and Conditions (or the remaining portion of the affected part as the case may be), which shall remain in full force and effect.

6. You shall not assign, transfer, charge or subcontract any of the rights or liabilities hereunder.
7. GCC Brokers Limited shall be entitled to assign, transfer, charge, sub-contract or deal in any manner with all or any of its rights and/or liabilities hereunder including by way of transfer of the same to an Associated Company or Trading Partner.

Limitations of Liability

1. All notices to clients of GCC Brokers Limited will be sent via the email messaging medium.
2. GCC Brokers Limited's liability to you is limited to paying your realized available profits.
3. You shall indemnify GCC Brokers Limited against any liabilities, costs, claims, damages, and expenses arising from your direct or indirect breach of obligations under this Agreement or applicable laws and regulations, unless such liabilities result from GCC Brokers Limited's gross negligence or willful default.
4. GCC Brokers Limited shall not be liable for any loss, expense, or indirect or consequential damages arising from the Agreement or related transactions, unless caused by their negligence or willful default.
5. If any part of these Terms and Conditions is found to be unenforceable or invalid, the remaining provisions shall still be in effect.
6. You are not allowed to assign, transfer, charge, or subcontract any rights or liabilities under this Agreement.
7. GCC Brokers Limited reserves the right to assign, transfer, charge, subcontract, or deal with their rights and/or liabilities under this Agreement, including transferring them to an Associated Company or Trading Partner.

Taxes

1. Income from CFD Trading is currently not exempt from Capital Gains tax.

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2. There is no Stamp Duty on CFDs.
3. Tax regulations are subject to change at any time.
4. It is your responsibility to ensure that your CFD trading activities comply with your local income tax regulations and other applicable fiscal laws.

Privacy

1. By opening an account and placing transactions with us, you acknowledge that you will be providing us with personal information.
2. You consent to us processing all such information for the purposes of performing the contract and administering the relationship between us.
3. We may disclose such information in the following circumstances:
 - Where required by law.
 - To our Associated Companies.
 - To our Trading Partners.
 - To third parties reasonably necessary to prevent crime.
 - To third parties as necessary to enforce our legal or contractual rights against you, including debt collection agencies and legal advisors.
4. You authorize us, our associated companies, or any trading partner to contact you via telephone or other means at any reasonable time to discuss aspects of our business or our associated companies' or trading partners' business.
5. If you do not wish to be contacted for direct marketing activities, you must inform us in writing.



TERMS AND CONDITIONS

Definitions

In this Agreement (and in addition to expressions defined elsewhere on our website) the following words and expressions shall have the following meanings:

Account Balance: The cash balance on your account, excluding profits or losses on open positions.

Applicable Laws: Any national, local, or other statute, law, rule, code, guidance, order, or decision of a Governmental Authority.

Application Form: The form provided by GCC Brokers Limited in relation to these Terms and Conditions.

Associated Company: Any holding company or subsidiary company within the GCC Brokers Limited group and/or any subsidiary company of any such holding company or its subsidiaries.

Authorized Third Party: A person authorized by you to operate your account.

Bet (including Betting, Dealing, Trading): A reference to a client entering into a transaction.

Bid or Bid Price: The price at which the Client can sell.

Buy (including Take, **Long**, Long Position): Making a buy transaction or buying the market quoted by GCC Brokers Limited.

Client: A person or company who has opened an account with GCC Brokers Limited and agreed to these Terms and Conditions.

Client Funds: Your funds in your account held by GCC Brokers Limited.

Credit Account: An account where GCC Brokers Limited offers you a credit line as trading resources.

Contract For Difference or **CFD:** A reference to a client placing a CFD trade.

Default Event: Circumstances where certain conditions are met as outlined in this definition.

- Any statement either oral or written made by you to GCC Brokers Limited is or becomes untrue or misleading.

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- You fail to carry out any of your obligations to GCC Brokers Limited under this Agreement (including failure to satisfy a Margin Call) or you fail to do anything that you have stated that you will do whether orally or over the telephone or by any form of written or electronic message.
- In the event of your death or becoming a patient within the meaning of any applicable mental health legislation.
- You are in default of payment of money owed to GCC Brokers Limited or any of its Associated Companies or Trading Partners.
- GCC Brokers Limited at its sole discretion believes that any of the circumstances set out in this definition are likely to happen.

Deposit Account: An account where you need to deposit funds before commencing trading.

DTP: A Downloadable Trading Platform provided by GCC Brokers Limited for trading our markets.

Execution Policy: GCC Brokers Limited's order Execution Policy, as summarized on our website.

Expiry Date: The expiry date and time of a transaction.

FX or Forex: Currency trading.

If Done Order: An order that is only triggered on the activation of another attached order.

IMR or Min IMR: Initial Margin Requirement, representing the minimum Trading Resources required to place an opening trade.

Offer or Offer Price: The price at which the Client can buy.

Order Book: The window on the OTP where your working orders are listed.

OTP: An Online Trading Platform provided by GCC Brokers Limited for trading our markets.

Overnight Financing: The credit or debit applied to your account when holding a position overnight.

Pricing Error: A misquote by GCC Brokers Limited that deviates materially and clearly from the prevailing market price.

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TERMS AND CONDITIONS

Position(s): Open transactions.

Quote: The price quoted by GCC Brokers Limited via an OTP or DTP or over the telephone.

Quoting Hours: The times when GCC Brokers Limited quotes its markets.

Sell or Short: Making a sell transaction or selling the market quoted by GCC Brokers Limited.

Size(s): The size of the buy or sell transaction.

Stop or Stop Loss: An order to close an open position at a predetermined level.

Trading Partners: Entities with whom GCC Brokers Limited has a contractual relationship.

Trading Resources or Free Margin: The amount of money available on your account for new transactions.

Transactions: Any buy or sell trade made between you and GCC Brokers Limited.

Underlying Market: The physical underlying assets from which our markets are derived, and where those assets are traded.