Terms and Conditions

Pepperstone Financial Services L.L.C

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1. How these Terms and Conditions operate

1.1 These Terms and Conditions set out the agreement between you and Pepperstone. These Terms and Conditions contain the core information defining our business relationship with you, in accordance with the rules and regulations of the UAE Securities and Commodities Authority (SCA'). These Terms and Conditions constitute a client agreement in accordance with the applicable laws and regulations of the United Arab Emirates ("UAE").

1.2 These Terms and Conditions are one of the Agreements you have entered into with Pepperstone, and all the provisions of the Agreements will apply to our relationship with you. In addition to agreeing to these Terms and Conditions, you must review and agree to Pepperstone. Retail Risk Disclosure notice, the Bahamas Terms, and the Financial Services Guide available on our website which describe some of the risks of trading Restricted Speculative Instruments. Trading Restricted Speculative Instruments can carry a high level of risk, which could result in losses and is not suitable for everyone. You should ensure you fully understand these risks before entering into a business relationship with us.

1.3 Pepperstone UAE is a private company incorporated in the UAE, with its registered address at Emaar Square Bldg 3, Office number 301/2, Burj Khalifa, Dubai, United Arab Emirates and which is regulated by the SCA (License Number: 20200000358). Pepperstone UAE is authorized under its Category 5 license to conduct the following financial activities within the category: Introducing, Financial Consulting and Promotion.

1.4 Pepperstone UAE is a wholly owned subsidiary of FX MIDCO PTY LIMITED an Australian proprietary company (ACN 610 799 865) with registered address at Tower 1, Level 16, 727 Collins Street, Docklands Melbourne, Victoria, 3008 Australia. The ultimate holding company of the Pepperstone group (which includes Pepperstone UAE and Pepperstone AU) is FX HOLDCO PTY LIMITED, an Australian proprietary company (ACN: 609 955 062) with registered address at Tower 1, Level 16, 727 Collins Street, Docklands Melbourne, Victoria, 3008 Australia.

1.5 Defined terms used in these Terms and Conditions have the meaning set out in clause 15.

1.6 These Terms and Conditions take effect once you accept them online as part of your Account application process and will remain in force unless terminated in accordance with these Terms and Conditions.

1.7 These Terms and Conditions are legally binding terms of business and it is important that you take sufficient time to read them carefully prior to opening an account and/or carrying out any activity with us. If there is anything in these Terms and Conditions that you do not understand you should contact us as soon possible or take independent advice. Please note that if you place any orders with Pepperstone, or otherwise use our services, you will be deemed to have accepted our terms as set out in these Terms and Conditions.

1.8 Nothing in these Terms and Conditions exclude or restrict any duty or liability owed by Pepperstone to you under the SCA rules, or requires you to indemnify or compensate Pepperstone UAE to an extent prohibited by the SCA rules.

1.9 If the Agreements are provided to you in any language other than English, please note that the governing language of each of the Agreements and of any dispute arising under them is English. If a foreign language version contradicts the English version of the relevant Agreement, the English version will prevail.

2. Getting started

Access to Pepperstone's Platform

2.1 Provided that you comply with these Terms and Conditions, Pepperstone UAE will introduce and arrange the opening of your Account by Pepperstone SCB on the Platform in order for you to trade Restricted Speculative Instruments.

2.2 The Platform is an online facility offered by Pepperstone SCB that allows you to execute your Contracts as well as view, download and print Confirmations and other reports relating to your Account. Pepperstone UAE will not execute Contracts on your behalf.

2.3 Pepperstone will provide you with ongoing technical support and information once your Account is active.

2.4 Pepperstone SCB and Pepperstone UAE will provide you with Marketing regarding the financial products and services offered by Pepperstone SCB.

2.5 The Platform is provided to you by Pepperstone SCB on an "as is" basis, without any express or implied warranty or guarantee from Pepperstone or Pepperstone SCB and neither Pepperstone UAE nor Pepperstone Bahamas promise that it is fit for a particular purpose.

Applying for an Account – Your responsibilities and Pepperstone's responsibilities

2.6 You need to have an active Account before you can trade with Pepperstone. You can apply to Pepperstone for more than one Account.

2.7 To apply to open and activate your Account, you will need to complete the following process in line with regulatory requirements:

(a) You need to complete an Application Form. The Application Form must include details of (including but not limited to) your experience in trading financial products (generally, and the specific Restricted Speculative Instrument(s) contemplated), the nature and extent of your employment, the nature and extent of your education and your financial profile (including but not limited to, income level, household savings, other holdings and ability to sustain a total loss of capital outlay (loss absorption capacity).The information you provide in the Application Form must be truthful, accurate, and not misleading.

(b) Pepperstone will consider your Application Form once you have submitted it. Based on the information you provide, Pepperstone will make an assessment as to whether you have sufficient knowledge and/or experience to understand the risks associated with trading Restricted Speculative Instruments, and will either accept or reject your application, in its sole discretion. You must ensure that the information that you provide in the appropriateness test is true and accurate. Unless you tell us otherwise in writing that the information you've previously provided is out of date, we'll be entitled to rely on it. Pepperstone may ask for additional information from you to inform this appropriateness assessment.

(c) If Pepperstone UAE determines that dealing in a particular instrument/product is not appropriate for you based on the information you provide regarding your knowledge and experience, Pepperstone UAE will provide you with a written warning notice setting out the results of its assessment. If you still wish to open an Account with Pepperstone UAE after receiving this warning, Pepperstone UAE's senior management may allow

you to do so, at their sole discretion. In this situation, you should be aware that you may be exposing yourself to risks that fall outside your knowledge and experience and/or which you may not have the knowledge or experience to properly assess or control.

(d) Pepperstone UAE will treat you as Retail Client in accordance with the SCA rules.

(e) However, please be aware, we may reject your application or terminate the Agreements with you, on notice to you (at our discretion), if we believe that the categorisation as Professional Client you have requested is inappropriate. If you have been classified as a Professional Client, you can at any time request, expressly and in writing, to be re-classified as a Retail Client to obtain the higher level of protection afforded to Retail Clients by certain SCA rules as regards subsequent or different transactions, products or services. We will re-classify you as a Retail Client upon confirming receipt of your written request.

(f) You may also be required to provide us with certain consents before we can offer you the full range of services. We will not be responsible for any losses incurred due to delays in this process.

(g) It is your responsibility to ensure you inform us of any changes that could affect your classification as a Retail Client (or, as appropriate, as a Professional Client or a Market Counterparty).

(h) If we accept your Application Form and have completed our appropriateness assessment and due diligence requirements to our satisfaction, we will refer you to Pepperstone SCB, who will open an Account for you. This will be confirmed to you by email and you will receive copies of the Agreements for your records. You may then deposit funds into your trading account.

(i) We may need to ask you for additional information in the future, including in situations where you decide to deal in a new product type or sector. If you do not provide sufficient additional information to us when we ask for it, we will be unable to assess whether you have the necessary knowledge and experience to understand the risks involved, what is appropriate for you, or is in your best interests, and you may not be allowed to use the Platform.

(j) We may reassess you and the appropriateness of the products offered to or proposed to be offered to you, if you make us aware of material changes to any of the factors upon which we relied in connection with our initial assessment of the appropriateness of you trade with us.

(k) The appropriateness assessments referred to in these Terms and Conditions apply in addition to any other types of appropriateness and/or suitability assessments which we are obliged to perform under any regulatory requirements that may apply to us or a third party in connection with the products and services that we offer.

Risk Disclosure Notice

2.8 We will ask you to acknowledge and agree to a SCA Retail Risk Disclosure notice at the time of on-boarding. We will distribute this notice to you on an annual basis once you have opened an Account. A copy of the latest Pepperstone UAE Retail Risk Disclosure notice is also available on our website.

No personal advice

2.9 We will not provide any personal

financial product or investment advice to you in relation to our products and services. You are responsible for assessing the features and risks of the products that we offer and you should seek your own independent advice about whether they are suitable for you before you open an Account and trade our products.

2.10 You acknowledge and agree that all the transactions that you enter into with us are at your own risk and neither Pepperstone UAE nor Pepperstone Bahamas will be liable to you for any losses you may suffer.

Underlying Assets

2.11 You acknowledge that when you trade with Pepperstone, you do not own, have any rights in, or take physical delivery of any Underlying Assets, and there is no exchange of one Underlying Asset for another.

3. Margin requirements

3.1 You acknowledge that it is your responsibility to be aware of any Margin requirements of the SCA or SCB. You agree to pay money into your Account to meet those requirements, at all times while your Contract is open.

3.2 Any money that you pay into your Account as Margin will be deposited into Pepperstone SCB's trust account (see clause 5 for more information regarding client money). Once your money has been cleared, your Account will be credited with the Margin that you have deposited.

3.3 As a Retail Client, the leverage available to you is limited in compliance with the SCA and SCB requirements. Please refer to the 'FAQs' page on our website for more information in the relevant leverage restrictions for each type of product we offer.

3.4 Pepperstone SCB will monitor any rolling losses realised by you in respect of your income, wealth or account funding levels and will provide you with mechanisms to prevent excessive losses, although these mechanisms cannot be guaranteed. As a Retail Client, you will be entitled to negative balance protection. You should note that in certain situations that are outside of our control, such as periods of high market volatility, mechanisms such as stop losses may not prevent you from sustaining losses on your Account

3.5 You must transfer money into your Account to meet your Margin requirements. Failure to do so will result in an Event of Default under the Bahamas Terms which may result in the cancellation of Orders or the Close-Out of one or more of your Contracts or part of a Contract at Pepperstone Bahamas's sole discretion without liability to you, regardless of whether you transfer additional money.

4. Payments to and your account

4.1 We reserve the right to remove or restrict the payment methods that you use to deposit and withdraw money from your Account.

5. Client Money

5.1 Your client money will be paid to and held by Pepperstone SCB in accordance with the SCB Regulations which are detailed further in the SCB Terms. Pepperstone UAE does not accept or hold client money or other assets belonging to you.

5.2 If you are classified as a Professional Client by Pepperstone SCB, your funds may be transferred from Pepperstone SCB's segregated client money trust account and Pepperstone SCB may use your funds for hedging, counteracting or off-setting risk, so far as permitted by applicable laws and regulations. In the unlikely event that Pepperstone SCB becomes insolvent, your Funds may not receive preferential treatment and you may be regarded as an unsecured creditor.

6. Commissions, charges and other costs

6.1 To view the commissions and charges applicable to your Contract, please visit the 'Spreads, swaps and commissions' page on our website and select the relevant product from the list provided.

7. Our rights

7.1 In addition to any other rights we have under the Agreements, we can action the following with or without letting you know:

(a) adjust the Margin requirements for your Contract in accordance with SCA or SCB requirements where applicable; and

(b) refrain from accepting or engaging with you as the prospective client, including as a result of our assessment of your appropriateness as set out in clause 7.2.

7.2 We may exercise our rights to terminate any agreement with you (including these Terms and Conditions) with notice to you in the event that:

(a) any other Agreement is terminated for any reason;

(b) an Event of Default has occurred;

(c) we reasonably consider that there are abnormal trading conditions;

(d) we reasonably consider that it is necessary for the protection of our rights and/or Pepperstone Bahamas's rights, under the Agreements;

(e) we decide to do so in our absolute discretion;

(f) we consider that you may be in breach of any applicable law;

(g) either of Pepperstone SCB or Pepperstone UAE is asked to do so by SCB, the SCA or any other regulatory agency or authority; or

(h) you do not have enough money in your Account to meet the Margin requirements in respect of your Account; or

(i) we reasonably consider that there is insider dealing and market manipulation which results in market abuse, including but not limited to Scalping.

7.3 For information how you can terminate the Agreements, please refer to clause 10.

How we can exercise our rights

7.4 We may exercise a right or remedy or give or refuse our consent in any way that we consider appropriate (including) by enforcing clauses under these Terms and Conditions).

7.5 If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.

7.6 Our rights and remedies under these Terms and Conditions are in addition to our other legal rights and remedies. We may enforce our rights and remedies in any order we choose.

8. Your obligations

Warranties and representations

8.1 You warrant and represent that:

(a) you have full legal capacity and have obtained all relevant and necessary consents regarding the performance, validity or enforceability of the Agreements you enter into;

(b) you are not subject to any law or regulation which prevents your performance under the Agreements;

(c) you comply with all laws that apply to you including, without

limitation, all tax laws and regulations, exchange control and registration requirements;

(d) any information you give us is complete, accurate and not misleading;

(e) unless stated in the Application Form, you are not acting as trustee of a trust;

(f) unless stated in the Application Form, you are not acting as agent of any person;

(g) you will not use a credit card or third party credit facility to fund your Account;

(h) you have not committed an Event of Default which continues un-remedied;

(i) you are not subject to any current or pending actions or claims which might have a material adverse effect on your ability to perform your obligations under the Agreements;

(j) you are not entitled to claim for yourself or any of your assets or revenues, any right of general immunity or exemption on the grounds of sovereignty or otherwise from suit, execution, attachment or other legal process, in respect of your obligations under the Agreements;

(k) if a company, you are:

(i) validly existing under the laws of your jurisdiction of incorporation; and

(ii) you have the necessary capacity and authority to enter into these Terms and Conditions with us;

(l) if you completed the Application Form in the name of a trustee:

(i) you are the only trustee of the trust;
(ii) no action has been taken or proposed to either terminate the trust or remove you as trustee of the trust;
(iii) you have power under the trust deed to enter into and comply with your obligations under the Agreements;
(iv) you have a right to be fully indemnified out of the assets of the trust regarding the obligations that you incur under the Agreements and the trust fund is sufficient to satisfy that right of indemnity;
(v) you are not, and have never been, in default under the trust deed;
(vi) you and your directors and other officers (as relevant) have complied with their obligations in connection with the trust; and
(vii) you have carefully considered the purpose of the Agreements and consider that entering into these documents is for the benefit of the beneficiaries and that their terms are fair and reasonable.

8.2 You acknowledge that we have entered into these Terms and Conditions in reliance on the representations and warranties contained in these Terms and Conditions

8.3 You agree to:

(a) let us know immediately if any warranty or representation that you have made under these Terms and Conditions is or becomes incorrect or misleading;

(b) ensure that no Event of Default occurs; and

(c) provide us with any financial or other information relating to yourself that we may reasonably request.

9. Indemnity and Exclusion of Liability

Indemnity

9.1 For the purpose of this clause 9, the Indemnified Parties means us (Pepperstone UAE and Pepperstone SCB), our officers, employees, contractors and agents.

9.2 You indemnify Pepperstone UAE and Pepperstone Bahamas for any Liability or Claim suffered or incurred by the Indemnified Parties in connection with your (including your Authorised Person's) negligence, misrepresentation, fraud, breach of law or breach of the Agreements.

9.3 You acknowledge that the indemnity in clause 9.2 applies in circumstances where we've acted in good faith in connection with the Agreements or any Contract or Order, based on instructions which objectively appear to originate from either you or from an Authorised Person on your Account.

9.4 If any of the Indemnified Parties contributed to the relevant Liability or Claim then your liability under clause

9.5 13.2 is limited to the amount of the Liability or Claim that's directly caused by your conduct.

9.6 You agree to pay any amounts that you owe any Indemnified Party under this indemnity on demand from us.

9.7 This indemnity survives termination of the Agreements.

Exclusion of liability

9.8 Neither Pepperstone UAE nor Pepperstone SCB are responsible for any Liability or Claim that you suffer or incur through:

(a) Any action or inaction of any person who uses your login credentials to access your Account, whether or not they're an Authorised Person;

(b) any action or inaction of any third party or Related Company of ours in relation to your Account or the Agreements;

(c) your exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy under these Terms and Conditions;

(d) Pepperstone SCB not accepting or delaying in accepting your Orders;

(e) Pepperstone SCB not designating or delaying in designating amounts of money in your Account as either Margin or Free Balance; or

(f) us acting in compliance with any direction, request or requirement of any regulatory authority or government body, except where you incur a liability, loss or Cost as a result of Pepperstone UAE's or Pepperstone SCB negligence, fraud or wilful default.

9.9 We're not responsible for any Liability or Claim that you suffer or incur through any failure by us to comply with the Agreements in circumstances where we couldn't reasonably control or prevent the cause of that failure.

10. Termination

10.1 You may terminate the Agreements immediately by giving us notice in writing.

10.2 The rights and obligations listed in these Terms and Conditions continue to apply to you after the Agreements have been terminated, including:

(a) any indemnity granted by you;

(b) all of your confidentiality obligations;

(c) the representations and warranties that you have given to us;

(d) any exclusion of our liability under

these Terms and Conditions; and

(e) any other rights or obligations you have which arise before these Terms and Conditions are terminated.

11. General

Confidentiality

11.1 Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreements) except:

(a) in accordance with these Terms and Conditions;

(b) with the consent of the party who provided the information (and that consent is not to be unreasonably withheld);

(c) if allowed or required by law, the Agreements, our Pepperstone UAE Privacy Policy or required by a stock exchange;

(d) if requested or required by SCB, the SCA or any other regulatory agency or authority;

(e) in connection with any legal proceedings relating to the Agreements; or

(f) to any person in connection with an exercise of rights or a dealing with rights or obligations under the Agreements (including in connection with preparatory steps such as negotiating with any potential assignee or potential sub- participant or other person who is considering contracting with us in connection with the Agreements).

Consent to telephone recording

11.2 By agreeing to these Terms and Conditions you consent to us recording all telephone conversations, internet conversations (chat), and meetings between you and us and using or disclosing those recordings, or transcripts from those recordings, to any party (including but not limited to any regulatory authority and/or court of law) in connection with any dispute or anticipated dispute between us and you or in line with our legal and regulatory obligations.

Anti-money laundering legislation

11.3 We will need you to provide us with information, including identity documents, so that we can comply with Anti-Money Laundering laws, including the AML/CTF Laws. By accepting these Terms and Conditions, you agree to provide us with any due diligence information and assistance that we need to comply with all applicable AML requirements, both at the time you apply for an Account and on an ongoing basis, at our request.

11.4 You acknowledge that we can share information that we have collected from you or about your trading activities to government agencies and regulators to letting you know. We may also carry out checks on you (including checks of restricted lists, blocked people and countries lists) for anti-money laundering and other purposes that we consider to be necessary or appropriate. We reserve the right to take any action regarding these checks without any liability to you.

11.5 You warrant that:

(a) you are not aware, and have no reason to suspect, that the money you use to fund your Account has been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under UAE law, Commonwealth of Bahamas law, the rules and regulations of the SCA, the rules and regulations of the SCB, international law or convention or by agreement;

(b) the proceeds of your investment will not be used to finance any

illegal activities; and

(c) neither you nor your directors or associated persons and agents (in the case of a company and individual client) are politically exposed persons.

Changes

11.6 Subject to applicable law, Pepperstone UAE may amend the terms of any Agreement entered into between you and Pepperstone UAE, including these Terms and Conditions and the Retail Risk Disclosure at any time, without your prior written consent. In such an event, we will give you at least 14 days' notice of any amendment before providing any services to you on the amended terms, unless it is impracticable to do so.

11.7 We will publish the latest version of the Agreements on our website. The latest version will supersede all earlier versions.

Waivers

11.8 A provision of these Terms and Conditions, or right created under them, may not be waived or varied except in writing.

Assignment

11.9 You may not assign or otherwise deal with your rights under the Agreements, nor allow any interest in them to arise or be varied, without our prior written consent.

11.10 We may assign or otherwise deal with our rights under the Agreements without your consent. You agree that we may disclose any information or documents we consider necessary to help us exercise this right.

Notices and other communications

11.11 We may, to the extent you authorise us to, send a communication under the Agreements to you or your Authorised Person.

11.12 Unless otherwise expressly stated, all communications in connection with the Agreements:

(a) must be sent by email (to your registered email or via the Platform or secure client area) or other means that we may specify from time to time;

(b) must be signed or issued by the sender (if an individual) or an authorised officer of the sender; and

(c) will be deemed to be received upon sending, unless the sender receives an automated message informing them that the email has not been delivered.

11.13 A communication takes effect from the time it is received, unless a later time is specified in it.

Inconsistent law

11.14 If there are any inconsistencies between these Terms and Conditions and the PDS, or these Terms and Conditions and the Bahamas Terms, these Terms and Conditions will prevail.

11.15 A provision of these Terms and Conditions which is void, illegal or unenforceable is ineffective only to the extent of the voidness, illegality or unenforceability, but the remaining provisions are not affected.

11.16 Neither our rights nor your liabilities under the Agreements are affected by anything which might otherwise affect them at law.

11.17 Any present or future legislation that works to vary your obligations in connection with these Terms and Conditions, and which adversely affects our rights, powers or remedies (including by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

Applicable law

11.18 These Terms and Conditions are governed by the laws in force in the UAE. You submit to the non-exclusive

jurisdiction of the courts of the UAE.

12. Conflicts of Interest

12.1 We take all appropriate steps to identify, prevent and manage conflicts of interests. As part of its commitment to acting honestly, fairly, professionally and in your best interests, Pepperstone UAE maintains and implements a Conflicts of Interest Policy, which is available on request. The Conflicts of Interest Policy sets out all the steps Pepperstone UAE takes to identify and prevent or manage conflicts of interest which may arise between Pepperstone UAE and you or between one client and another, or that arise/may arise in the course of providing services.

12.2 Where any conflicts of interest cannot be mitigated effectively, we disclose the general nature and/or sources of such conflicts in our Conflicts of Interest Policy.

13. Complaints and Disputes

13.1 We take complaints very seriously and have established complaints handling procedures to ensure that complaints are dealt with fairly, promptly and in compliance with SCA rules.

13.2 Our complaints handling policy is available free of charge on our website.

13.3 If you have a complaint against Pepperstone UAE, you may contact us in writing at support.ae@pepperstone.com and we will investigate the complaint promptly and fully in compliance with SCA rules. Please refer to our complaints handling policy for more information.

14. Privacy

14.1 Before completing the Application Form, you must read the Agreements, including the SCB Terms, these Terms and Conditions and our Pepperstone UAE Privacy Policy, carefully. The Application Form requires you to disclose personal information to us. Our Privacy Policy explains how we collect, use and disclose personal information.

14.2 We recognise the need to treat your personal information in an appropriate way and in compliance with UAE and SCB privacy and data protection laws and regulations (as relevant). Under UAE data protection laws and regulations, we are classified as a data controller and data processor.

14.3 "Processing" your personal information means doing anything with your personal information including accessing, disclosing, destroying or using your personal information in any way. We process your personal information in these ways:

(a) we collect personal information from you to process your Application Form, and if your Application Form is accepted, to provide you with the products and services you have requested. If you do not provide us with your personal information, we may not be able to process your Application Form or provide you with these products and services;

(b) to do these things, we may disclose your personal information on a confidential basis to our agents, contractors, or the third party providers that we outsource our services to, to our related bodies corporate, our professional advisers, or to a proposed purchaser of the whole or any substantial part of our business. These individuals and entities may be located outside of the UAE, where data protection laws may not be as stringent;

(c) we may also disclose your personal information to:
   (i) relevant regulators or authorities (such as SCA, SCB or anti-money laundering regulators) as required or permitted by law;
   (ii) third party credit or identification agencies;
   (iii) your financial advisor, if you have given us consent to

contact them;

(iv) contractors and service providers who process your personal information on our behalf or who assist with any of our business purposes;

(v) a third-party broker or agent that you have authorised to refer your business to us or to trade on your Account on your behalf; and

(b) we may also use your personal information to create anonymised statistical data.

14.4 By submitting your Application Form and accepting these Terms and Conditions, you consent to our use and disclosure of your personal information in acceptance of these terms and our Privacy Policy. You have a right to access information that we hold about you. You can request access to your personal information in writing by emailing support.ae@pepperstone.com and addressing your email to the attention of our Data Protection Officer.

14.5 If our business is sold (in whole or in part) or we undergo a corporate re-organisation, you agree that any personal information that we hold about you may be disclosed for analysing the sale or restructure or transferred to a third party and used for the same purpose that you have agreed to under these Terms and Conditions.

14.6 All our staff are trained to handle personal information confidentially and all personal information in our possession is held in secure computer-based storage facilities or secure paper-based files.

14.7 Our website may install cookies on your computer to provide you with a better service or enhance your client experience. You have the option to turn these cookies off via your personal browser settings, although this will affect your ability to view parts of our website.

14.8 Our Cookies Policy and full UAE Privacy Policy is available in our 'Legal Documentation' page on our website.

15. Definitions

15.1 Terms which have been capitalised in these Terms and Conditions are been defined as follows:

Account means the trading account that you hold with Pepperstone SCB.

Agreements means these Terms and Conditions, the Pepperstone SCB Terms, Application Forms, the Confirmations and the information that is located on the Platform or our website (which includes, without limitation, the UAE Retail Risk Disclosure notice) and any additional or supplementary terms offered by us in writing and agreed by you in writing, which together govern Pepperstone UAE and Pepperstone SCB's relationship with you, as amended or supplemented from time to time.

AML/CTF Laws means all the laws and regulations in the UAE regarding *Anti-Money Laundering and Counter-Terrorism Financing*, and in addition to that all regulations, rules and instruments made under that legislation by the SCA, as updated, replaced or amended from time to time.

Application Form means the online form that you complete.

Authorised Person means the person that you authorise to give instructions to us or Pepperstone SCB in connection with your Account.

SCB Terms means the terms and conditions which govern your relationship with Pepperstone Bahamas.

CFD means a contract-for-difference, a type of Restricted Speculative Instrument that we offer from time to time under the Agreements.

Close-Out means the termination of all or part of your Contract in compliance with the Agreements.

Confirmation means a message that Pepperstone AU will send you via the Platform to confirm the execution of your Order.

Conflicts of Interest Policy means the conflicts of interest policy maintained by Pepperstone UAE, made available on request.

Contract means an Restricted Speculative Instrument Contract between you and Pepperstone Bahamas, which is an agreement to pay or receive the difference in value of an Underlying Asset.

Costs include costs, charges and expenses, including those incurred in connection providing the financial products and services.

UAE Privacy Policy means the policy made available on our website which describes how we handle your personal data in compliance with SCA laws.

UAE Retail Risk Disclosure notice means the UAE retail risk disclosure notice made available to you in accordance with clause 2.8 and which forms part of these Terms and Conditions.

Event of Default has the meaning given to it in these Terms and the SCB Terms.

FX means foreign exchange.

Free Balance means the excess money (if any) in your Account that's more than our Margin requirements.

Liability or Claim means any loss, liability, claim, action, proceeding, damage, compensation, cost or expense (including all reasonable legal costs and expenses), including liability in tort and any consequential or economic losses.

Margin means the amount of money that you need to deposit into your Account to enter into or maintain a Contract under the Agreements, which varies depending on the Underlying Asset and other factors.

Margin FX Contract means a leveraged foreign exchange Contract, a type of Restricted Speculative Instrument product that we offer.

Marketing means providing information, engaging in financial promotions, or offering referrals regarding one or more Restricted Speculative Instrument products or services.

Order means an offer that you make to enter into a Contract under the Agreements.

PDS means the Product Disclosure Statement which provides a description of products and services offered by Pepperstone SCB and is one of the Agreements.

Pepperstone Bahamas means Pepperstone Markets Limited, incorporated in the Commonwealth of the Bahamas with offices at #1 Pineapple House, Old Fort Bay, Nassau, New Providence, The Bahamas and which is licensed and regulated by the Securities Commission of The Bahamas with License 10174028.

Pepperstone UAE, **we**, **us** and **our** means Pepperstone Financial Services L.L.C , a private company incorporated in the UAE with its registered office at Emaar Square Bldg 3, Office number 301/2, Burj Khalifa, Dubai, United Arab Emirates and regulated by the SCA with License number: (license no. 20200000358).

Pepperstone Platform means Pepperstone's proprietary trading platform accessible via a mobile app or over the internet.

Platform means any online software that Pepperstone AU makes available to you for entering into Margin FX Contracts and CFDs under the Platform.

Professional Client means a Deemed or Assessed Professional Client as defined in in Section 3 business Practice, Article 5)

Restricted Speculative Instrument means an over-the-counter derivative product, which can be a Margin FX Contract or CFD, offered to you under the Agreements from time to time.

Retail Client in these Terms and Conditions means any person who is not classified as a Professional Client or a Market Counterparty as such terms

are defined under Section 3 business practice , Article 3.3 Classification of clients & Article 4 ordinary investor.

SCA means the Securities and Commodities Authority, the regulatory body which licenses and supervises the business of Pepperstone UAE.

SCB means the Securities Commission of The Bahamas, the regulatory body which licenses and supervises the business of Pepperstone Bahamas.

Scalping means a trading style and form of market abuse that may be wrongfully used to return profits by taking advantage of internet latencies, delayed prices etc.

Terms and Conditions means these terms and conditions.

Underlying Asset means the instrument or asset that underlies your Order or Contract and UAE determines the value of that Contract — for example an index, commodity, currency, futures contract, equity, crypto currency or any other instrument or asset

UAE refer to the United Arab Emirates

15.2 A reference in this agreement between you and Pepperstone Financial Services L.L.C to the singular includes the plural and vice versa.

Unit 301/02 , 3rd floor, Emaar square Bldng 3,Downtown , Dubai , UAE .

tel:+97144974199

https://pepperstone.com/en-ae/
support@pepperstone.com