



Gemini Capital

# **GEMINI CAPITAL LLC TRADE COPYING TERMS & CONDITIONS**

The Trade Copying Platform assists Investors in testing, evaluating and selecting their Strategy(ies) by providing them with detailed trading history amongst other trading tools.

## Contents

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About Gemini Capital LLC	3
1. About the Service	3
2. Interpretation of the Defined Terms	3
3. Scope of Terms and Conditions	4
4. Amendments to the Terms	5
5. Non-Exclusivity	5
6. Capacity	5
7. Client Classification	6
8. Product Descriptions and Risk	6
9. Monitoring the Strategies	8
10. Execution of Trades	8
11. Account Review	9
12. Remuneration of the Leader	9
13. Charges	9
14. Taxation	10
15. Electronic Trading	10
16. Term and Termination	11
17. Complaints	12
18. Recordings of Telephone Calls	13
19. Representation, Warranties and Covenants	13
20. Assurances and Guarantees	14
21. Client Money	15

22.	Client, Portfolio and Strategy Accounts	16
23.	Liability	17
24.	Indemnity	17
25.	Personal Data Protection	17
26.	Confidentiality	18
27.	Force Majeure	18
28.	Assignment	18
29.	Severability	18
30.	No Waiver	18
31.	Communication	19
32.	Direct Contact Consent	19
33.	Governing Law and Jurisdiction	19

## About Gemini Capital LLC

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Gemini Capital LLC ('GC' or 'the Firm') is a company duly incorporated in St. Vincent & The Grenadines and registered by the Financial Services Authority ('FSA') under Number 228 LLC 2019. Our registered address is located at Hinds Building, Kingstown, Saint Vincent and the Grenadines.

### 1. About the Service

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- 1.1. GC shall provide to the Investor, non-discretionary management services, excluding any provision for investment or other advice ('the Service'); such service is limited to the execution of the trades selected to be copied, as described herein.
- 1.2. Investors are able to control and manage the Service, through the Trade Copying Platform.
- 1.3. The Trade Copying Platform assists Investors in testing, evaluating and selecting their Strategy(ies) by providing detailed trading history amongst other trading tools; they should do so bearing in mind all aspects and factors including, but not limited to, the nature of the Strategy(ies) and his/ her investment objectives (i.e. requirement for capital increase and/ or income). Once a Strategy is selected for copying, the Firm receives every trade generated by that specific Strategy and automatically executes them on the Investor's Strategy Account; such trades are made according to (i) the rules set by the Leader and (ii) his/ her understanding of the market conditions at that point in time.
- 1.4. The Investor remains, at all times, solely responsible for both monitoring, selecting and assessing the suitability of one or more Strategies he/she chooses to copy in addition to (ii) the overall performance of the portfolio of Strategies he/she pursues; the Investor shall be able to simultaneously copy a maximum number of Strategies based on margin availability. The Strategies do not contain, and should not be construed as containing, investment advice or an investment recommendation or, an offer of or solicitation for entering into any trades.
- 1.5. Once a Strategy is copied and trades are opened, the Investor reserves the right to manually close any of the trades if he/she believes that this serves better his/ her trading needs and investment or other objectives.
- 1.6. The Investor remains fully responsible for any losses he/ she incurs as a result of him/ her using the Service. Under no circumstances, the Investor shall hold the Firm responsible for the non- performance of a Strategy.

### 2. Interpretation of the Defined Terms

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- 2.1. Unless indicated to the contrary, the defined terms included hereafter shall have a specific meaning and may be used in the singular or plural as appropriate.
- 2.2. 'Client Money' shall mean money to be paid into GC by the Client (as defined herein) and shall be held for the Client by GC; it is calculated as money deposited by the Client in his/ her Account, plus or minus any unrealized or realized profit or loss, plus or minus any amount that is due by the Client to the Firm or vice versa.
- 2.3. 'GC' shall mean a permanent employee (full-time and part-time), a contractor, a secondee, an officer, a director, an advisor, a consultant or other partner.
- 2.4. 'Investor (or the Client)' shall mean either the legal or natural person that has successfully completed the client on-boarding through GC's registration process and received from GC an e-mail detailing his/ her Account credentials.
- 2.5. 'Leader' shall mean either the legal or natural person that is acting as a Strategy developer and provider and generates and sends, real time, through trades that may be copied at the sole discretion of the Investors.
- 2.6. 'Overnight Interest Rate' shall mean the amount added or deducted for holding an open trade overnight.
- 2.7. 'Portfolio Account' shall mean the account created to hold funds (=free equity) available to be invested into a Strategy.
- 2.8. 'Strategy' shall mean the set of trades generated by either a legal or natural person that is acting as a Leader and generates and sends, real time, through trades that may be copied, at the sole discretion of the Investor.
- 2.9. 'Strategy Account' shall mean the account created to accommodate the trades generated by a specific Strategy that the Investor chooses to copy and therefore hold the total amount of allocated funds to that specific Strategy.
- 2.10. 'Trade Copying Platform' shall mean the GC automated trading software platform that has been developed and published by GC for the sole purpose of copying and executing trades automatically during Trading Hours; the Trade Copying Platform gives Investors the option to build an automated trading portfolio. The Firm holds all the intellectual property rights of the Trade Copying Platform.
- 2.11. 'Trade Copying Platform User Guide' (as amended from time to time) shall mean the latest version of the guide that may be found at the Firm's main site and forms an integral part of the Terms that describes and represents the operation of the Trade Copying Platform; such guide shall be received by the Investor during the Trade Copying Platform registration process and by accessing Trade Copying Platform, the Investor represents that he/ she read understood and accepted its content.

### 3. Scope of Terms and Conditions

- 3.1. These 'GC Trade Copying Terms & Conditions' (as amended from time to time), the Trade Copying Platform User Guide (as amended from time to time) in addition to any information available through the GC's main site relating to the

Trade Copying Platform (as amended from time to time) (together 'the Terms') form the basis for the provision of the Service (as defined herein).

- 3.2. The Investor agrees that he/she read, understood and accepted the Terms.
- 3.3. The Terms are legally binding upon the Investor.
- 3.4. The Terms are non-negotiable and override any other agreements, arrangements, express or implied statements made by GC unless the Firm determines -in its sole discretion- that the context requires otherwise.
- 3.5. St. Vincent & the Grenadines regulatory rules does not require the Terms to be signed by either the Firm or the Investor in order for both the Firm and the Investor to be legally bound by the Terms.
- 3.6. In case of a conflict among this English text and a text translated in a different language, the English text shall prevail.

#### 4. Amendments to the Terms

- 4.1. GC reserves the right to amend, at any time, any part of the Terms especially if the Firm deems that such amendments are necessary given an announcement by a regulatory or other authority of a competent jurisdiction. Under such circumstances, the Investor shall be notified through the Firm's main site accordingly and shall reserve the right to accept or reject such amendments during the first seven (7) days from the day the amendment becomes effective. If the Investor chooses to deny any amendment he/she needs to notify the Firm, as indicated under the 'Communication' section notifying of his/her intention to stop using the Service; the Investor may do so only if there are no open trades or if he/she chooses to stop copying any Strategy(ies).
- 4.2. The Investor understands and accepts that his/her consent is not required for any amendment to be effective immediately.

#### 5. Non-Exclusivity

- 5.1. The Investor understands that GC offers the Trade Copying Platform to a number of Clients. In addition, the Investor agrees that the Firm may take a different course of action in relation to an issue raised by him/her compared to the action taken for another Investor under the same circumstances.

#### 6. Capacity

- 6.1. GC operates on an agency model of execution; this means that through its prime broker the Firm is able to access a pool of liquidity provided by a number of banking institutions that make the market, the so-called liquidity providers (LPs). When an Investor's trade is executed on the best price quote available from an LP the Firm is, in effect, acting as a credit intermediary (or riskless principal) because it is simultaneously entering into offsetting trades (automatic hedging) with both the Investor and the LP.
- 6.2. Based on the above, GC shall be acting, at all times, as the principal.

- 6.3. The Investor authorizes GC to rely and/or act on any instructions sent by him/her, without the need of the Firm's part for confirming the authenticity of the instruction or the identity of the person communicating the instructions.

## 7. Client Classification

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- 7.1. The Investor may be treated as a 'Retail', 'Professional' or 'Eligible Counterparty' Client, All Investors are categorized and treated as 'Retail Clients' but if an Investor desires to be re-classified then he/she needs to send a written request to the Firm. Based on the information the client provides at that stage and/or the information he/she provided during his/her registration then the Firm, at its sole discretion, shall determine his/her re-classification. The Firm shall notify the Investor, in writing, of its decision in relation to the above.
- 7.2. The Investor is bound by the Client Categorization Notice; further details on the Client Categorization Policy are available online at the Firm's main site.

## 8. Product Descriptions and Risk

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- 8.1. All Strategies are investing in Contracts for Difference ('CFD'); a CFD is an agreement to either buy or sell a contract that reflects the performance of, including amongst others, forex, precious metals, futures and shares; the profit or loss of a CFD is determined by the difference between the price a CFD is bought at and the price is sold at or vice versa. CFDs are traded on margin and it should be noted that no physical delivery of either the CFD or the underlying asset is occurring i.e. if an Investor decides to copy a Strategy that invests in CFDs on shares he/she is merely speculating on the share's value to either increase or decrease.
- 8.2. Strategies investing in CFDs fluctuate in value during the day; the price movements of CFDs are determined by a number of factors including but not limited to speculation and availability of market information. Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by the Firm or the Investor. CFD prices are influenced by, amongst other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events. Prior to copying a Strategy that invests in CFDs, an Investor needs to ensure that he/she understands all the risks involved. Due to the fact that CFDs are leveraged products, copying a Strategy that invests in CFDs may not be suitable for all Investors and independent advice should be sought, if necessary. Any potential for profit must be balanced alongside prudent risk management given that significant losses may be generated over a very short period of time when such a Strategy is copied. An Investor should not engage in the Service unless he/ she understands all the risks involved.

- 8.3. CFDs are complex financial products, which have no set maturity date. CFDs and Strategies that invest in CFDs are leveraged products; therefore, these may incur a high level of risk and can result in the loss of all of the Investor's invested capital. However, GC operates on a 'negative balance protection' basis; this means that an Investor cannot lose more than his/her initial investment and assumes an open-ended liability since the Firm is fully responsible for covering any negative balance incurred and protect the Investor at no additional cost. Interest is not guaranteed. The Investor should not risk more than he/she is prepared to lose.
- 8.4. Before deciding to copy a Strategy, the Investor shall ensure that he/she understands the risks involved and take into account his/her level of experience. When copying a Strategy, the Investor is effectively entering into one or more over-the-counter ('OTC') transactions; this implies that any trades opened with GC cannot be closed with any other entity. OTC trades may involve a greater risk compared to trades occurring on regulated markets, for example traditional exchanges; this is due to the fact that in OTC trades there is no central counterparty and either party to the transaction bears certain credit risk (or risk of default).
- 8.5. Back-tested performance has several inherent limitations, some of which are described herein. Under no circumstances, the Firm represents that any Strategy is or is likely to achieve profits or losses similar to the ones presented in the 'Backtest & Forecasts Results' section of each Strategy. In fact, there may be sharp differences among back-tested performance and actual performance subsequently achieved by any particular Strategy due to a number of reasons including but not limited to the fact that a Strategy started investing or stopped investing in a CFD. One of the limitations of back-tested performance is that they are generally prepared with the benefit of hindsight. In addition, back-tested trading does not involve financial risk, and no back-tested trading record can completely account for the impact of financial risk in actual trading. By accepting these Terms the Investor understands and accepts the limitations of using back-testing to simulate real time trading.
- 8.6. The Investor understands and accepts that all Strategies have a fixed leverage (= or gearing) of up to 1:200.
- 8.7. It is important that the Investor understands the nature of the risks involved in the Service; such risks are multi-faceted and the Firm exercises best endeavours to highlight the main potential risks; the Investor shall bear in mind that each Strategy has different components compared to others and bears specific characteristics; therefore, the Investor should not consider each Strategy in isolation but his/her portfolio of Strategies in general.
- 8.8. The Investor understands and accepts that Trade Copying Platform is an automated trading software platform provided by the Firm on an 'as is' basis and it cannot be guaranteed that it is free from any errors. In addition, the Investor understands and accepts that by using the Services he is exposed to risks associated with the use of computers and data feed systems relied on by GC;

thus, the Investor agrees that such risks may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors. Consequently, the Firm shall not be held responsible for any loss the Investor may incur as a result of using the Service.

- 8.9. The Investor authorizes the Firm to facilitate the execution of any trades generated by a Strategy that is copied by the Investor without further direction or confirmation from the Investor. The Investor is excluded from sending any instructions to the Firm for the opening of a trade through the Trade Copying Platform.
- 8.10. Once a Strategy is mirrored by one or more Investors the Firm shall bear no responsibility for investigating the rationale behind any on-going developments of such a Strategy; this is to the absolute discretion of the Leader, subject to paragraph 9.1 of the Terms.
- 8.11. GC does not consider the Investor's personal investment or other objectives or financial situation at the time of publishing a Strategy through the Trade Copying Platform. GC does not assume any liability as to the accuracy or completeness of the information provided for a Strategy, nor any loss arising from any information supplied by any employee of GC, or a related third party.
- 8.12. Past performance is not a guarantee of or prediction of future performance; there is no guarantee that the investment objective of the Strategy shall be achieved. GC does not guarantee the future performance, or any specific level of performance, of the Strategy; the Investor understands and accepts that the above shall be subject to a number of market, currency, economic, political and business factors and that Strategies may not necessarily be profitable.
- 8.13. The Investor agrees that he/she has been provided with full disclosure regarding the risks involved in the service and, after careful consideration, he/she accepts those risks.

## 9. Monitoring the Strategies

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- 9.1. The Firm remains committed in exercising best endeavours to monitor the performance of the Strategies under the Trade Copying Platform; such performance shall be measured against certain parameters that relate to a number of factors including but not limited to (i) profitability, (ii) risk, (ii) return and (iii) maximum drawdown (defined as the maximal drop of a Strategy from its running maximum over a given period of time).
- 9.2. If for any reason, a Strategy is removed, the Investor authorizes the Firm to close automatically all open trades at the available bid or ask price; the Firm shall inform the Investor accordingly, at its convenience.

## 10. Execution of Trades

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- 10.1. If more than one Investor is copying the same Strategy, the Investor understands and accepts that GC may enter block trade(s) to enhance order execution. GC will only be responsible for using its commercially reasonable efforts to execute, in a timely manner the trade(s) generated by the Strategy(ies).
- 10.2. The Investor acknowledges that the trade(s) generated by a certain Strategy may be executed at a different price compared to the price that the Leader's trades under that specific Strategy may be executed at.
- 10.3. If the Investor chooses to close manually an open trade, then he/she agrees that such trade will be executed at the market price that is available at the time of the execution; this means that the volume received from third party liquidity providers will be automatically aggregated and therefore the trade will be executed at VWAP ('Volume- Weighted Average Price') that is the average and best available price at the time of the execution.

## 11. Account Review

- 11.1. In lieu of sending trade confirmations via postal mail, the Firm shall provide to the Investor access to view online his/her Portfolio Account and Strategy Account(s) activity, at any time, using his/her Trade Copying Platform credentials. The Trade Copying Platform shall have statements readily available to the Investor detailing the exact open/closed trade(s) and the realized/ unrealized profit or loss. The Investor understands and accepts that he/she needs to carefully review these statements and if he/ she has any questions then the Investor remains responsible for contacting GC immediately.

## 12. Remuneration of the Leader

- 12.1. For each Strategy copied by the Investor he/she authorizes the Firm to calculate and pay the Leader that developed and provided the specific Strategy a performance fee percent calculated based on any profit realized at the time that the Investor chooses to stop copying the specific Strategy; for reasons of clarity, if the Investor decides to copy the same Strategy more than once he/she understands and accepts that any performance fee shall be calculated individually for each period (= ranging from the time the Investor started copying the specific Strategy until he/she stopped copying the same) and no netting off shall occur in case the same Strategy for a certain period is profitable and for another is loss making.

## 13. Charges

- 13.1. Prior to copying a Strategy, the Investor needs to consider any applicable

charges such as commissions and Overnight Interest Rates; such charges can be found online at the Firm's main site. The Investor is solely responsible for requiring clarifications from the Firm in relation to the above, if necessary.

- 13.2. GC reserves the right to change, from time to time, any of the charges applicable without prior written notice to the Investor; the most up-to-date information can be found online at the Firm's main site.
- 13.3. The Investor agrees that any applicable charges shall be instantly deducted from his/her Account and/or portfolio.

#### Overnight Interest Rate

- 13.4. Depending on the trades held and the interest rates of the currency pair involved, the Investor's Portfolio Account may either be credited or debited; the operation is conducted at 23:59 Server Time and the resulting amount is automatically converted into US Dollars (\$) the currency that the Investor's Portfolio Account is denominated in.
- 13.5. From Friday to Monday Overnight Interest Rate is charged once and from Wednesday to Thursday this is charged in triple rate; the Overnight Interest Rate of GC derives from the overnight rate provided by third parties such as Bloomberg and/or Reuters; the Firm updates such rates as often as it deems necessary.
- 13.6. Further information regarding the Overnight Interest Rate can be found online at the Firm's main site.

#### 14. Taxation

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- 14.1. Although investing in CFDs does not involve taking physical delivery of the underlying financial instrument, independent tax advice should be sought, if necessary, to establish whether the Investor is subject to any tax obligations, including stamp duty.

#### 15. Electronic Trading

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- 15.1. The Investor shall ensure that his/her Trade Copying Platform access codes ('the Access Codes') remain, at all times, confidential. If the Investor, under any circumstances, reveals the Access Codes to either a natural or legal person, the Firm shall bear no responsibility for any loss that arises, including but not limited to financial loss.
- 15.2. The Investor shall immediately inform GC if it comes to his/her attention that the Access Codes have been used by a third party without his/her express consent. The Investor accepts that GC is unable to identify any instances when a person, other than the Investor, is logging-in to the Trade Copying Platform without the Investor's express consent.
- 15.3. The Investor accepts that GC reserves the right to terminate his/her access to the Trade Copying Platform and/or take any related action in order to ensure and/or restore its orderly operation and/or protect the interests of other

Investors and/or the Firm.

- 15.4. The Investor accepts that GC shall bear no responsibility if either a natural or legal person attains through unauthorized access any information, including information regarding an Investor's activity, whilst such information is being transmitted from the Firm (or any other party authorized by the Firm) to an Investor or vice versa; such transmission may either occur through electronic or other means.
- 15.5. The Investor accepts that the Firm shall bear no responsibility for any loss, including but not limited to financial loss, incurred by him/her due to his/ her inability to access the Trade Copying Platform, if this has been caused: (i) due to the Investor's failure to maintain the Trade Copying Platform updated as required or (ii) due to any other mechanical, software, computer, telecommunications or electronic system failures.
- 15.6. GC is responsible for maintaining Trade Copying Platform updated. Therefore, the Investor accepts that the Firm or a related third party may, from time to time, perform maintenance that may include the unavailability, the restarting, or the refreshing of Trade Copying Platform to ensure its effective and efficient operation; such actions may cause the Trade Copying Platform to become inaccessible for a period of time. The Investor accepts that the Firm shall bear no responsibility for any loss, including financial loss, caused due to any of the above.
- 15.7. The Investor accepts that GC is not an internet service or other provider; consequently, the Investor accepts that GC is not responsible for any failure to provide the service, if such failure arises as a direct or an indirect result of an internet service or other failure.
- 15.8. If for any reason the Investor is unable to access Trade Copying Platform to manually close an open trade he/ she agrees to contact the Dealing Department to place a verbal instruction, subject to the conditions referred to in the 'Recordings of Telephone Calls' section of the Terms. The Firm reserves the right to reject such verbal instruction if the operator is not satisfied with the Investor's identify or clarity of instruction; under such circumstances, GC reserves the right to request from the Investor to transmit an instruction through another mean. The Investor accepts that at times of excessive activity there might be some delay in connecting over the telephone, especially during the time of important announcements.
- 15.9. The Investor understands and accepts that GC is the sole counterparty and therefore the he/ she shall not bring any legal action in tort negligence breach of contract or other against any third party that may be found related in any manner to the Service.

## 16. Term and Termination

- 16.1. These Terms are effective on the date the Investor receives them and shall continue indefinitely until terminated according to the provisions of the Terms.

- 16.2. The Firm reserves the right to immediately terminate the Terms for any reason, at any time, after providing the Investor with a written notice.
- 16.3. The Investor reserves the right to terminate the Terms for any reason, at any time, after providing the Firm with a thirty (30) days written notice.
- 16.4. The Terms may be immediately terminated, at any time, by mutual consent if both the Firm and the Investor agree to this.
- 16.5. The Firm reserves the right, at sole discretion, to immediately terminate the Terms if the Investor:
- ceases, for any reason, to act in good faith;
  - becomes incapable of fulfilling his obligations under the Terms; attempts to or breaches any part of the Terms;
  - violates any rule or regulation of a competent jurisdiction;
  - has an application, order, resolution or other announcement issued against him/her relating to a voluntary or involuntary liquidation, or insolvency or bankruptcy proceedings; becomes directly or indirectly involved in any type of fraud; and
  - does not choose to copy a Strategy for a period of three (3) months.
- 16.6. Any termination of the Terms shall not imply that any of the Investor's obligations cease to exist; the Investor shall be liable to pay to the Firm:
- any amount that is due to GC;
  - any expenses that are incurred by GC, as a result of the termination of the Terms; and
  - any damage that has arisen because of an arrangement or settlement.
- 16.7. Upon termination of the Terms, the Firm reserves the right to manually close any open trade(s) at the available bid or ask price and immediately transfer from the Portfolio Account to the Client Account any available Client Money minus any outstanding amount that is due to Firm.

## 17. Complaints

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- 17.1. The Investor agrees that a Strategy's poor performance in itself (i.e. a Strategy falling in value) does not constitute a ground for a complaint that can be upheld. The value of a trade generated by a Strategy fluctuates daily; the fact that a Strategy may perform poorly does not necessarily mean that the Firm or the Leader that developed and provided the Strategy acted in negligence. The Firm remains committed in exercising all good faith in resolving satisfactorily any concerns, other than the above mentioned, raised by the Investor.
- 17.2. Complaints shall be addressed, in the first instance, to the Trade Copying Platform Support Department. If the Investor receives a response from the Trade Copying Platform Support Department but deems that the complaint needs to be raised further then he/she may contact the Compliance Department by email at [compliance@geminicapital-global.com](mailto:compliance@geminicapital-global.com). Both the Trade Copying Platform Support

Department and the Compliance Department shall thoroughly examine any complaints, taking into account any information contained in the books and records of the Firm.

- 17.3. A complaint shall include:
- Investor's full name;
  - the Investor's Client Account or Portfolio Account;
  - the ticket of the affected trade(s), if applicable;
  - the date time that the issue arose; and
  - a description of the issue.
- 17.4. A complaint must not include offensive language directed to either to GC or an GC employee.
- 17.5. GC may, at its discretion, refuse to investigate a complaint if paragraphs 17.3 and 17.4 of the Terms come into force.

## 18. Recordings of Telephone Calls

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- 18.1. The content of any telephone call ("the Telephone Record") among the Investor and the Firm may be recorded and saved as a magnetic or electronic record. The Investor agrees that the Firm has the right to use the Telephone Record as it deems necessary, including but not limited to instances of a dispute arising among the Investor and the Firm.
- 18.2. All instructions received from the Investor during a telephone call, in case he/she contacts the Dealing Department for the purpose of instructing them to close an open trade, shall be conclusive and binding unless conditions described in paragraph 15.8 of the Terms are triggered.
- 18.3. GC reserves the right to provide transcripts of such Telephone Records and/or the actual Telephone Records to a regulatory or other authority of a competent authority, without the prior permission of the Investor.

## 19. Representation, Warranties and Covenants

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- 19.1. The Investor represents, warrants and covenants that he/she:
- is over 18 (eighteen) years of age (in case the Investor is a natural person) or has full capacity (in case the Investor is a legal person);
  - has all the required authority, authorization, consent, regulatory approval, certificate and license (if required) to accept and be bound by the Terms;
  - shall not do anything or permit anything to be done that is likely to harm the reputation of the Firm;
  - shall not use the service in connection to any illegal or fraudulent

- business activity;
  - has not been coerced or persuaded in any other manner to accept and be bound by the Terms; and
  - he/she has entered into no other statement (oral or other), or promise of inducement, or understanding that may be contrary to the Terms.
- 19.2. The Investor declares that he/she is fully aware of any implications, including but not limited to any restrictions, set by his/ her local jurisdiction in relation to the service.
- 19.3. The Investor declares that the service is proportional and/ or reasonable to his/her specific financial situation and that independent financial advice has been sought, if this had been necessary.
- 19.4. The Investor accepts that the service shall occur only through Trade Copying Platform as this is available at any given time from the Firm.
- 19.5. If the Investor is more than one natural or legal persons, the Investor's obligations and liability under the Terms shall be joined and several; under the above-mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form an Investor.
- 19.6. The Investor accepts the fact that GC shall have a lien on any amount that is deposited in his/her Client Account, Trading Account or Strategy Account(s) that are due from the Investor to the Firm. Although the Firm does not need the Investor's consent in order to exercise the lien the Firm shall notify him/her of its intention, if necessary.
- 19.7. The Investor represents that if an amount is due for payment to GC, the Firm shall be entitled to debit the Investor's Client Account or Portfolio Account, accordingly.
- 19.8. The Investor understands and accepts that no physical delivery of a CFD's underlying instrument (or reference instrument) shall occur.
- 19.9. The Investor agrees to immediately notify the Firm, in writing, in the event that either of the above mentioned should change.

## 20. Assurances and Guarantees

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- 20.1. The Investor assures and guarantees that:
- the Client Money belong to him/her and are free of any lien, charge, pledge or other encumbrance;
  - the Client Money is not derived from any illegal act, omission or product whether directly or indirectly; and
  - he/she acts for his/herself and is not a representative or trustee of a third person, unless he/she produces to the satisfaction of the Firm document(s) to the contrary.
- 20.2. The Investor assures and guarantees the authenticity and validity of any document(s) sent to GC at any given time.

## 21. Client Money

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- 21.1. Unless otherwise indicated, GC shall deposit any Client Money in one or more segregated account(s) held with an investment-grade institution, separated from

the Firm's money; this means that Client Money is treated as belonging to the Investor and under no circumstances the Firm shall use such Client Money, at any time, to meet any of its obligations. The Client Money shall be pooled with money belonging to other Investor and clients of the Firm therefore an individual Investor shall not have a claim against a specific sum in a specific account, in the event of insolvency. An Investor's claim shall be against the Client Money pool in general. GC shall exercise all due skill, care and diligence in the selection, appointment and periodic review of the institution where the Client Money is deposited. It should be noted, that segregated account(s) shall be established, maintained and operated according to the applicable rules and regulations. GC shall give instructions to the investment-grade institution(s) regarding any transfer and/or movement(s) of the Client Money. If the Investor has any Open Position(s) the Firm reserves the right, at any time and at the Firm's sole discretion, to set-off any unrealized losses incurred in respect of an Open Position against any of the Client Money that is held by the Firm to the Investor's credit. In effect, this means that the Firm, based on the conditions referred to above, may transfer any part of any unrealized losses from an investment-grade institution to an account of GC. At the same time, GC may transfer any unrealized profit incurred as a result of an Open Position from a Firm account to a Client Money account held in an investment-grade institution.

- 21.2. GC is not obliged to pay interest to the Investor for any Client Money deposited at his/ her GC Client Account.
- 21.3. The Investor reserves the right to withdraw, at any time, any part of the Client Money that is equal to his/her free equity (as this amount is represented in Trade Copying Platform) in addition to any Client Money that may be found in the Investor's Client Account. Any such requests may take up to three (3) business days in order to be processed. The Firm reserves the right to request additional information and/or documentation to satisfy itself that the request is legitimate. The Investor accepts that under such circumstances there may be a delay in processing his/her request. In addition, GC reserves the right to reject such a request if it deems that this may not be legitimate.
- 21.4. The Investor accepts that his/her Client Money shall be deposited in his/her GC Client Account on the value date received, net of any transfer fees or other charges incurred by GC that are imposed by the banking or other institution (or intermediary involved in the process) that holds the Client Money.
- 21.5. The Investor understands that the Client Money shall be deposited in his/her GC Client Account only if the Firm is satisfied that the sender of the Client Money is the Investor; if GC is not satisfied as to the above then the Firm has the right to reject the Client Money and return them to the remitter net of any transfer fees or other charges incurred by GC, using the same transfer method as the one through which it originally received the Client Money.
- 21.6. The Investor accepts that withdrawal of any part of the Client Money shall be concluded using the same transfer method and the same remitter as the one which the Firm originally received the Client Money from; under such circumstances, GC shall return the part of the Client Money requested net of any transfer fees or other charges incurred by GC.

- 21.7. GC reserves the right to decline a withdrawal that the Investor requested using a specific transfer method and has the right to suggest an alternative.
- 21.8. If, at any time, GC is not satisfied with the documentation provided by the Investor in relation to the withdrawal/deposit, the Firm reserves the right to reverse to the remitter any part of the Client Money net of any transfer fees or other charges incurred by GC, using the same transfer method as the one through which it originally received the Client Money.
- 21.9. The Investor accepts that the banking or other institution may reverse any part of the Client Money, for any reason; as a result, the Firm shall immediately reverse the respective amount from the Investor's GC Client Account or from his/her Portfolio Account net of any transfer fees or other charges incurred by GC, using the same transfer method as the one through which it originally received the Client Money. The Investor accepts that this may result in to a negative balance in either his/ her GC Client Account or his/her Portfolio Account; under such circumstances, the Firm may merge the funds held in the Investor's GC Client Account or his/her Portfolio Account as described above.
- 21.10. The Investor accepts that any requests that relate to the administration of his/her GC Client Account or his/her Portfolio Account shall be made through GC.
- 21.11. GC shall take all reasonable steps to ensure that the Investor is informed regarding the progress of any requests referred to in the 'Client Money' section, specifically in relation to the expected processing time and the need for any, or any further, documentation that if not in place may delay the processing.
- 21.12. If the Investor's GC Client Account or his/ her Portfolio Account is inactive for a calendar year, GC reserves the right to charge an account maintenance fee of USD\$15 (or currency equivalent) for maintaining them.
- 21.13. If the Investor's GC Client Account or his/her Portfolio Account have funds of less than USD\$15 (or currency equivalent), the Firm reserves the right to close the account, after notifying the Investor accordingly, and charging him a relevant fee.

## 22. Client, Portfolio and Strategy Accounts

- 22.1. By accepting the Terms, the Investor authorizes the Firm to automatically create on his/her behalf one (1) Client and one (1) Portfolio Account. The Client Account shall be used by the Investor solely for the purpose of safe-keeping any Client Money that he/she is not interested in allocating to a Strategy. Inversely, the Investor shall transfer to the Portfolio Account any part of the Client Money that he/she is interested in allocating to a Strategy. For each Strategy that the Investor decides to copy one (1) Strategy Account shall be automatically created by the Firm. If, for any reason, the Investor decides to stop copying a Strategy any profit, subject to paragraph 12.1, shall be automatically transferred to the Portfolio Account; from there on the Investor should decide if he/she should use the equity to copy another Strategy, or re-start copying the same Strategy, or

transfer the equity to his/her Client Account.

## 23. Liability

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- 23.1. GC bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:
- hardware or software failure, malfunction or misuse either on the Investor's side or the Firm's or both;
  - poor internet connection either on the Investor's side or the Firm's or both; incorrect settings in Trade Copying Platform; an
  - delayed updates in Trade Copying Platform.
- 23.2. GC shall bear no responsibility for any act or omission concluded by either a natural or legal person that provides the Firm with information in relation to the execution of an Investor's trades unless such acts or omission can have been the result of negligence or fraud on behalf of GC.
- 23.3. GC shall bear no responsibility for any loss of opportunity that results in reduction in the value of an Investor's trades, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Firm's deliberate act or omission.
- 23.4. GC shall bear no responsibility for any loss incurred as a result of the act or omission of a banking or credit institution or its employees, including but not limited to instances of false or misleading information provided.

## 24. Indemnity

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- 24.1. The Investor, to the fullest extent permitted by applicable legislation, shall indemnify and hold harmless the Firm, its officers, directors, employees, advisors, consultants or other partners for any direct, indirect, punitive, incidental, special, consequential damages or any damages, including but not limited to, damages for loss of use, data or profits, based on contract, tort, negligence or strict liability or other loss that may arise in relation to the Terms.

## 25. Personal Data Protection

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- 25.1. GC's Privacy Policy includes personal data protection information.
- 25.2. The Investor accepts and consents that GC may, from time to time, contractually engage companies for statistical purposes in order to improve the Firm's processes and procedures; as a result, some or all of the Investor's personal data may be disclosed on an anonymous and/or aggregated basis only.

## 26. Confidentiality

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- 26.1. The Investor understands and accepts that if a financial or other regulatory authority or a court or tribunal of a competent jurisdiction enquires about the subject matter of the Terms and/or anything that relates to the Terms, the Firm

shall only provide the information needed and nothing further; paragraph 26.1 shall survive termination.

## 27. Force Majeure

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27.1. GC shall not be liable for any delay in performing any of its obligations under the Terms if such delay is caused by circumstances beyond the reasonable control of the Firm; hence, GC shall be entitled to a reasonable extension of time to perform its obligations. The Investor shall accept any loss that arises from any event that is categorized by GC, at sole discretion, as a force majeure event. GC shall exercise best endeavors in informing the Investor of such an event.

27.2. A force majeure event is as an event or circumstance, including but not limited to any natural, technological, political, governmental, social, economic, act of god or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction. In addition to the above, a force majeure event may include instances of illegitimate actions against the GC systems (including but not limited to the GC servers) that may be outside the control of the Firm.

## 28. Assignment

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28.1. The Investor shall not, under any circumstances, assign or transfer any of his/her rights and/ or obligations under the Terms to any other natural or legal person.

## 29. Severability

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29.1. If, for any reason, any part of the Terms is held by a court or tribunal of a competent jurisdiction to be unenforceable, the Terms remaining shall be in full force and effect.

## 30. No Waiver

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30.1. No failure or delay on the part of the Firm in exercising any right under the Terms shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other rights. No waiver of any such right shall be deemed a waiver or modification of any other right under the Terms.

## 31. Communication

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31.1. Unless specifically instructed to the contrary any notice, instruction, request or other communication relating to the Terms shall be sent by the Investor to the Firm through postal mail or electronic mail or fax to the addresses or number that appear in paragraph 31.2. Any notice, instruction, request or other communication sent by the Investor to the Firm shall be effective once received.

- 31.2. Address: Hinds Building Email: [support@gemini-capital-global.com](mailto:support@gemini-capital-global.com).
- 31.3. Unless specifically instructed to the contrary any notice, instruction, request or other communication relating to the Terms shall be sent by the Firm to the Investor through mail or electronic mail or fax to the most up- dated addresses or number provided by the Investor.
- 31.4. GC bears no responsibility for any loss that arises as a result of delayed, undelivered or un-received communication sent by the Firm to the Investor and vice versa.
- 31.5. In addition, GC bears no responsibility for any loss that arises as a result of un-encrypted or other information sent to the Investor by the Firm that has been accessed by a capacity through unauthorized means; the Investor accepts that any loss that arises as a result of such unauthorized access is not the responsibility of GC.

32. Direct Contact Consent

- 32.1. The Investor consents to receive, from time to time, any communication from GC not only in relation to the subject matter of the Terms but also in relation to the current and prospective products and services on offer by the Firm; this does not breach any of the Investor's rights or any of the Firm's obligations.

33. Governing Law and Jurisdiction

- 33.1. The Terms shall be governed by and shall be construed according to the laws of St. Vincent & the Grenadines. Both Parties irrevocably submit that any proceedings relating to the Terms and their settlement, in case a dispute occurs, shall take place in the competent courts of St. Vincent & the Grenadines.