TERMS AND CONDITIONS

FINALTO FINANCIAL SERVICES MENA LLC • V 1.0

These Introduction Services Terms and Conditions (the "**Terms**") govern the introduction and promotion services provided by Finalto Financial Services MENA LLC, a limited liability company incorporated in the United Arab Emirates (Commercial Licence No. 1527841), with its registered office at Magnus Opus Tower, Unit 1206, Barsha Heights, TECOM, Dubai, United Arab Emirates (the "**Company**"), to any client to whom these Terms are made available (the "**Client**"). The Company and the Client are each a "Party" and together the "Parties".

Please read these Terms carefully. By accessing this website, by requesting or accepting an introduction from the Company, and/or by continuing to receive the Services, the Client acknowledges that it has read, understood and agrees to be bound by these Terms. If the Client does not agree to these Terms, it should not request an introduction or use the Services.

1. Preamble and Regulatory Status

1.1 **Licensing.** The Company is licensed by the UAE Capital Market Authority (the "**CMA**") (formerly SCA) solely to conduct the regulated activities of "Arrangement and Advice" (specifically Promotion and Introduction). The Company is not authorised to hold client money, execute transactions, or act as a counterparty to any financial contract.

1.2 **Introduction Only.** The Company shall act solely as an intermediary to make reasonable efforts to introduce the Client to a Host Entity. The Client acknowledges that the Company's role is strictly limited to this introduction and promotion, and the Company does not guarantee that a Host Entity will accept the Client.

1.3 **No Investment Advice.** Nothing in these Terms shall constitute "Financial Consultation," "Investment Advice," or "Management of Securities" as defined in the Rulebook. Any market information provided is purely factual and generic. The Client acknowledges that the Company does not owe a fiduciary duty regarding the merits or suitability of any specific transaction.

1.4 **No Agency.** The Company does not act as an agent, fiduciary, or partner of the Host Entity or the Client and has no authority to bind the Host Entity to any contract.

1.5 **Separate Trading Relationship.** The Client acknowledges that opening a trading account is subject to the sole discretion of the Host Entity. Any trading activity will be governed exclusively by the terms of business of the Host Entity.

2. Definitions and Interpretation

In these Terms, the following terms shall have the meanings set out below:

- **"Terms"** means these Introduction Services Terms and Conditions, including any appendix or schedule attached hereto, and any later amendment or supplement made by the Company from time to time.
- **"AML Laws"** means Federal Decree-Law No. 10 of 2025 regarding Anti-Money Laundering, Combating the Financing of Terrorism and Proliferation Financing, and its

Executive Regulations, as amended, replaced, re-enacted, or constituted by any successor legislation from time to time.

- **"Applicable Law"** means all laws, statutes, regulations, rules, licensing requirements, procedures, and binding decisions of the Capital Market Authority, the UAE Central Bank, the UAE Financial Intelligence Unit, and any other competent authority in the UAE, as amended, replaced or re-enacted from time to time.
- **"Beneficial Owner"** means a beneficial owner as defined under the AML Laws.
- **"CMA"** means the UAE Capital Market Authority, established by Federal Decree Law No. 32 of 2025, and/or its predecessor the Securities and Commodities Authority ("SCA"), as the context requires regarding the issuance or enforcement of Applicable Law.
- **"Confidential Information"** means all non-public information disclosed by one Party to the other under or in connection with these Terms, in any form, including commercial, financial, technical, operational and personal data, and the existence and terms of these Terms.
- **"Data Protection Law"** means Federal Decree-Law No. 45 of 2021 regarding the Protection of Personal Data, as amended, replaced, or re-enacted from time to time.
- **"Host Entity"** means a regulated affiliate of the Company within the Finalto Group to whom the Client is introduced.
- **"Personal Data"** has the meaning given to it in Article 1 of UAE Federal Decree Law No. 45 of 2021 regarding the Protection of Personal Data, being any data relating to an identified natural person, or one who can be identified directly or indirectly by way of linking data.
- **"Professional Client"** means a client who possesses the experience, knowledge, and expertise to make its own investment decisions and properly assess the risks that it incurs, and who meets the criteria of a "Professional Investor" as defined in Chapter 2 of Section 3 of the Rulebook.
- **"Professional Status"** means the Client's classification and status as a Professional Client.
- **"Proliferation Financing"** means the financing of the proliferation of weapons of mass destruction, as defined under the AML Laws.
- **"Retail Client"** means a client who is not a Professional Client or a market counterparty, as determined under the Rulebook.
- **"Rulebook"** means the SCA Chairman of the Authority's Board of Directors' Decision No. (13/R.M) of 2021 concerning the Regulations Manual of Financial Activities and Status Regularization Mechanism, as continuously adopted and enforced by the Capital

Market Authority pursuant to Federal Decree Law No. (32) of 2025, as amended from time to time, and any subsequent amendments, circulars, or successor regulations issued by the CMA.

- **"Services"** means the promotion of financial products and the introduction of the Client to a Host Entity.
- **"UAE"** means the United Arab Emirates.

3. Client Warranties and Categorization

3.1 **Professional Client Status.** The Client warrants that it meets the criteria of a Professional Client under Applicable Law and consents to being treated as a Professional Client to the maximum extent permitted under the Rulebook. The Client acknowledges that, as a consequence of this classification and to the extent provided under Applicable Law, it may not be entitled to certain regulatory protections afforded to Retail Clients, including (where the Rulebook so provides) suitability assessments and certain risk warnings, and that it is solely responsible for evaluating the merits and risks of any transaction with a Host Entity. Nothing in these Terms operates to exclude or disapply any protection or obligation that cannot lawfully be excluded under Applicable Law.

3.2 **Accuracy of Information.** The Client warrants that all information provided during the onboarding process is true, accurate, and complete.

3.3 **Reliance.** The Client acknowledges that the Company will determine the Client's regulatory classification as a Professional Client on the basis of its own assessment, taking into account the warranties and information provided in this Clause 3 together with any further due diligence the Company considers appropriate. The Client agrees to immediately notify the Company in writing if there is any change in its circumstances that might affect this categorization.

3.4 **Independent Advice.** The Client confirms that, prior to entering into these Terms, they have sought independent legal and financial advice or have knowingly and voluntarily waived their right to do so. The Client acknowledges that they fully understand these Terms and the significant risks involved in trading complex financial instruments.

4. Confidentiality

4.1 **Obligation.** Each Party (the "**Receiving Party**") agrees to keep confidential all information received from the other Party (the "**Disclosing Party**") and shall not disclose it to any third party without prior written consent, except as required for the provision of Services or as required by law.

4.2 **Permitted Use.** The Receiving Party may only use Confidential Information for the specified purpose of these Terms.

4.3 **Confidentiality Exclusions.** The obligations of confidentiality under these Terms shall not apply to any information that (a) was already known to the Receiving Party at the time of disclosure; (b) becomes publicly available through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5. Data Protection

5.1 **Data Protection Framework.** The Company will process and protect all Client personal data in accordance with Data Protection Law and as detailed in Clause 5.3 through 5.8 below. The confidentiality obligations set forth in Clause 4 (Confidentiality) apply to all personal and financial information processed under this Clause 5.

5.2 **Data Collection.** The Client acknowledges that the Company will collect and process personal and corporate data (including names, addresses, and identification documents of Beneficial Owners and Directors) for the purpose of sanctions screening, professional client classification, and introduction to the Host Entity. The Client authorises the Company to share due diligence and sanctions screening results with the Host Entity.

5.3 **Consent to Transfer.** The Client acknowledges that the Host Entity may be located in jurisdictions outside the UAE, which may not offer a level of data protection equivalent to UAE law. Such transfer of the Client's Personal Data is necessary for the performance of the contract between the Client and the Host Entity and for the provision of the Services. To the extent required under the Data Protection Law, the Client also explicitly consents to the transfer of its Personal Data to such jurisdictions. The Company shall ensure that appropriate safeguards are applied to such transfers as required under Applicable Law.

5.4 **Data Safeguards.** The Company warrants that such transfer shall be conducted in compliance with the Data Protection Law, and any other applicable data privacy laws and regulations of the UAE.

5.5 **Data Retention.** The Company shall retain Client Personal Data for a minimum of 5 years following the termination of the business relationship, or for such longer period as required by Applicable Law or for the establishment, exercise, or defence of legal claims.

5.6 **Termination.** Upon termination of these Terms, both Parties agree to return or destroy any confidential information in accordance with applicable laws and regulations.

5.7 **Rights.** The Client may exercise the following rights, subject to the provisions of applicable Data Protection Law:

- **Access and Rectification:** The Client has the right to request access to and rectification of their personal data that is being processed by the Company.
- **Restriction of Processing:** The Client has the right to request a restriction on the processing of their personal data.

- **Data Portability:** The Client may request that their data be transferred to another entity, where applicable.

5.8 **Limitation on Data Rights.** The Company may decline or limit requests made under Clause 5.7 where (a) exercise of the right would violate Applicable Law; (b) the request is manifestly unfounded or excessive; (c) compliance would compromise third-party rights; or (d) retention is required for AML/CFT compliance (minimum 10 years) or legal claims.

6. Anti-Money Laundering and Counter-Terrorism Financing

6.1 **Compliance.** The Company is entitled to request information from the Client to comply with the AML Laws. The Client agrees to provide such information immediately upon request. If the Client fails to do so, the Company may immediately terminate these Terms and shall not be liable for any resulting losses or service interruptions.

7. Sanctions and Prohibited Activities

7.1 **Warranty and Covenant.** The Client represents and warrants that neither the Client nor its Beneficial Owners are listed on any sanctions list (including UN, OFAC, EU, UK, or UAE lists) or involved in Proliferation Financing. The Client further agrees not to use the Services for any activity that would violate such sanctions regimes.

7.2 **Suspension.** The Company reserves the right to immediately suspend or terminate Services if it reasonably suspects a breach of this warranty or any involvement in sanctioned activity.

8. Limitation of Liability and Indemnity

8.1 **Exclusion of Liability.** To the maximum extent permitted by Applicable Law, the Company shall not be liable for any default or failure of the Host Entity, or for any trading losses incurred by the Client. Notwithstanding, nothing in these Terms shall exclude or limit the Company's liability for (a) fraud, gross negligence, wilful misconduct; (b) death, or personal injury caused by negligence; or (c) any other liability which cannot be lawfully excluded under Applicable Law.

8.2 **Indemnity.** The Client agrees to indemnify and hold harmless the Company, its directors, and employees from any and all claims, losses, damages, costs (including legal fees), and liabilities arising out of (a) the Client's breach of these Terms; (b) any false or misleading representation made by the Client (specifically regarding Professional Status or Sanctions); or (c) the Client's trading activity with the Host Entity.

8.3 **Injunctive Relief.** The Client acknowledges that a breach of confidentiality or proprietary rights may cause irreparable harm to the Company, for which monetary damages would be insufficient. Accordingly, the Company shall be entitled to seek injunctive relief and specific performance to prevent such breach.

9. Termination

9.1 **Termination.** These Terms shall commence on the date of acceptance and continue indefinitely unless terminated in accordance with this Clause.

9.2 **Termination for Convenience.** Either Party may terminate these Terms at any time, for any reason or no reason, with immediate effect upon written notice (including email) to the other Party.

9.3 **Immediate Termination.** The Company may terminate these Terms immediately without notice if (a) the Client breaches any Sanctions or AML warranty; (b) the Host Entity rejects the Client; (c) the Company reasonably suspects the Client is no longer a Professional Client; or (d) the Company is directed by the CMA, FIU, UAE Central Bank, or any other competent authority in the UAE to suspend or terminate services.

9.4 **Effect of Termination.** Upon termination, the Company shall have no further obligation to provide Introduction Services.

- **Limited Survival.** Clauses relating to Confidentiality (Clause 4) shall survive termination for a period of three (3) years.
- **Indefinite Survival.** Clauses relating to Indemnity (Clause 8.2), Data Protection (Clause 5), Dispute Resolution (Clause 11.7), and regulatory record keeping obligations shall survive indefinitely (or for the maximum period permitted by Applicable Law).

10. Fees and Inducements

10.1 **No Fees to Client.** The Company shall not charge the Client any direct fees for the introduction service.

10.2 **Inducement and Conflict Waiver.** The Client expressly consents to the Company receiving and retaining commissions, rebates, or fees from the Host Entity in relation to the Services. The Client waives any claim that such payments constitute a conflict of interest, provided that the Company continues to act honestly, fairly, and in accordance with Applicable Law.

11. General Provisions

11.1 **Entire Agreement.** These Terms constitute the entire agreement between the Parties and supersede all previous agreements, understandings, and representations (whether oral or written) relating to the subject matter hereof.

11.2 **Notices.** Any notice under these Terms shall be in writing and sent by email or courier. Notices to the Company shall be sent to legal@finalto.com (with a copy to compliance@finaltomena.com). Notices to the Client shall be sent to the email address or physical address provided by the Client during the onboarding process (or as updated by the Client in writing from time to time). Notices shall be deemed received upon delivery (if by courier) or upon successful transmission (if by email).

11.3 **Amendments and Variation.** The Company may amend or supplement these Terms with further terms, parties or agreements from time to time by giving the Client prior written notice. Such changes shall take effect on the date the changes are communicated to the Client.

11.4 **Acceptance by Conduct.** By continuing to conduct business with the Company, the Client agrees to and accepts any amendments to these Terms.

11.5 **Severability.** If any provision or part of these Terms is found to be invalid, unlawful, or unenforceable, that provision shall be severed and the remainder of these Terms shall remain valid, enforceable, and in full effect to the extent permitted by law.

11.6 **Governing Law.** These Terms shall be governed by and construed in accordance with the UAE Federal Laws as applied in the Emirate of Dubai.

11.7 **Dispute Resolution.** The Parties agree that the Courts of the Dubai International Financial Centre (the "**DIFC Courts**") shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms. The Parties waive any objection to such jurisdiction on the grounds of venue or inconvenient forum.

12. Acceptance

By accepting these Terms (electronically or otherwise) and/or by continuing to conduct business with the Company, the Client confirms its agreement to be bound by these Terms with effect from the date of acceptance.