



## Introduction

1. TigerWit Limited (hereinafter referred to as 'TigerWit', the 'Firm' or the 'Company') is incorporated (Certificate of Incorporation No. 198255B) in The Commonwealth of The Bahamas. Our registered office is Sea Sky Lane, Sandypoint, P. O. Box SP 64368. Nassau, The Bahamas. TigerWit is authorised and regulated by the Securities Commission of The Bahamas (licence No. SIA-F185).

## Acknowledgement

1. The Client acknowledges that he/she read, understood and accepted the Terms and Conditions of Business ('the Terms and Conditions'), which forms part of the Client Agreement.

2. By accepting the Terms and Conditions, which form part of the Client Agreement, the client enters into a binding legal agreement with the Firm.

3. The client acknowledges that the Firm's official language is the English language.

## Scope of the Terms and Conditions of Business

1. These Terms and Conditions govern all the actions in relation to the execution of the client's orders by TigerWit.

2. The Terms and Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by TigerWit unless the Firm determines otherwise in its sole discretion. If the Terms and Conditions were to be materially amended, reasonable notice shall be given by TigerWit to the client.

## Interpretation of Terms

1. Unless indicated to the contrary, the terms included in the Terms and Conditions shall have a specific meaning and may be used in the singular or plural as appropriate. Unless otherwise defined, the

terms used in these terms and conditions shall have the meaning given by SCB rules and regulations.

Ask - shall mean the price at which TigerWit is willing to sell a CFD.

Authorised Representative - shall mean the person who is expressly authorised by the client to act on his/her behalf. The above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Firm.

Balance - shall mean the funds in a trading account that are available for withdrawal.

Balance Currency - shall mean the currency that the trading account is denominated in. It should be noted that all charges including spreads, commissions and swaps, are calculated in that currency.

Base Currency - shall mean the first currency represented in a currency pair. For example, in the EURUSD currency pair the base currency is the EUR.

Bid - shall mean the price at which TigerWit is willing to buy a CFD.

Client - shall mean the person who received the e-mail referred to in paragraph 4.1 of the Client Agreement.

Client Agreement - shall mean the agreement entered into between a client and the Firm, including the Terms and Conditions, Order Execution Policy, Client Categorisation Notice, and Conflicts of Interest Policy, as well as any information (legal or otherwise) published on the Firm's website, as may be amended by TigerWit from time to time.

Contract for Difference (CFD) - shall mean a CFD on: spot foreign exchange ('FX'), shares, spot metals, futures or any other CFD related instrument that is available for trading through the TigerWit trading platform(s); a full list of the financial instruments

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which is available online at <https://global.TigerWit.com>.

Corporate Actions - shall mean any actions taken by an issuer, whose listed securities are associated with the financial instruments traded through the TigerWit trading platform(s), including, but not limited to instances of: (i) stock split, (ii) consolidation, (iii) rights issue, (iv) merger and takeover, and (v) dividends.

Declared Price - shall mean the price that the client requested for either an instant execution or pending order.

Equity - shall mean the balance plus/minus any profit/loss that derives from any open positions.

Smart Stop Out - shall mean the closing of positions with the highest Margin, in the event the Margin Level falls below the required minimum.

SCB - shall mean the Securities Commission of The Bahamas and the legislative framework from which it operates, its Rules and Regulations.

Free Margin - shall mean funds that are available for opening a position and it is calculated as:  $\text{Free Margin} = \text{Equity} - \text{Margin}$

Good 'Til Cancelled (GTC) - shall mean a pending order for which the client did not specify an expiry date and time and such order shall remain valid for an indefinite time until fully or partially executed, or cancelled.

Instant Execution Order - shall mean an order that is executed at the price that appears on the screen at the time that the client sends the instruction for trading through TigerWit's trading platform(s).

Lot - shall mean the unit that represents the volume of a transaction. It should be noted that 1 lot equals 100,000 units of base currency, for example 1 lot in EURUSD equals EUR 100,000; therefore, 0.1 of a lot is 10,000 units of base currency.

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Margin - shall mean the required funds available in a trading account for the purposes of maintaining an open position.

Margin Level - shall mean the Equity to Margin ratio.

Market Maker - shall mean the company, or the individual, that quotes both a buy and a sell price in a financial instrument.

Open Position - shall mean any position that has not been closed. For example, an open long position not covered by the opposite short position and vice versa.

Over-The-Counter (OTC) - shall mean the execution venue for any financial instruments whose trading is governed by the Service Agreement.

Pending Order - shall mean either a buy stop, or sell stop, or buy limit, or sell limit order or a stop-limit order.

Quotes - Any bid and ask prices transmitted by TigerWit, subject to instances outside the control of the Firm, through the trading platform(s).

Risk Disclosure Notice - shall mean the Notice appended to the Client Agreement containing details of risks involved in the trading of CFDs.

Stop Loss - shall mean an instruction that is attached to an instant execution or pending order for minimising loss.

Take Profit - shall mean an instruction that is attached to an instant execution or pending order for securing profit.

Trading Account - shall mean the account, which has a unique number, maintained by a client for the purposes of trading financial instruments through the TigerWit trading platform(s).

Value Date - shall mean the delivery date of funds.

Variable Currency - shall mean the second currency represented in a currency pair, for example in the

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EURUSD currency pair the variable currency is the USD.

### Electronic Trading

1. Once the Service Agreement commences according to paragraph 4.1 of the Client Agreement, the client shall:

download and install the trading platform(s) software ('the Software') available online at <https://global.TigerWit.com>; and,

receive through an e-mail, personal access codes ('the Access Codes') to enable him/her to login to the trading platform(s) in order to send and/or modify instructions for the purposes of trading financial instruments.

2. The Software, which may have been developed by a party other than TigerWit, supports data security protocols compatible with the protocols used by the Firm.

3. The client shall be solely responsible for any instructions sent and/or received through the trading platform(s) using his/her personal access codes

4. The client shall ensure that his/her Access Codes remain confidential at all times. If, under any circumstances, the client reveals the Access Codes to a person other than his/her authorised representative, or that any person obtains (illegally or otherwise) a client's Access Codes, the Firm shall bear no responsibility for any loss that arises, including but not limited to financial loss, as a result of the client's actions.

5. The client shall immediately inform TigerWit if it comes to his/her attention that the Access Codes have been used, either for trading or other purposes, without his/her express consent. The client accepts that TigerWit is unable to identify any instances when a person is logging-in to the trading platform(s).

6. The client accepts that TigerWit reserves the right to terminate the client's access to the trading platform(s) in order to ensure and/ or restore the orderly operation of the trading platform(s) under such circumstances TigerWit may, at its discretion, close any of the client's trading account(s), according to paragraph 17.5 of the Client Agreement.

7. The client accepts that TigerWit reserves the right to immediately terminate the client's access to the trading platform(s) in the event that the client voluntarily and/ or involuntarily partakes in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage; under such circumstances TigerWit may, at its discretion, subsequently execute the client's instant order(s) manually and/or close any of the client's trading account(s), in accordance with paragraph 17.5 of the Client Agreement.

8. In addition, the client accepts that TigerWit reserves the right to immediately terminate the client's access to the trading platform(s) and recover any losses caused by the client, in the event that the Firm determines, at its sole discretion, that the client voluntarily and/or involuntarily abuses the 'Negative Balance Protection' offered by TigerWit, by way of, but not limited to, hedging his/her exposure using his/her trading accounts, whether under the same profile or in connection with another client(s); and/or requesting a withdrawal of funds, notwithstanding any of the provisions of the Service Agreement, during a specific timeframe when the symbol he/she is trading is not available, in accordance with paragraph 17.5 of the Client Agreement.

9. The client accepts that TigerWit bears no responsibility if a person attains through unauthorised access any information, including information regarding client's trading, whilst such information is being transmitted from the client to the Firm (or any other party authorised by the Firm)

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and vice versa; such transmission may either occur through electronic or other means.

10. The client accepts that the Firm bears no responsibility for any loss, including but not limited to financial loss, incurred by the client due to the inability of the latter to access the trading platform(s) if this has been caused: (i) due to the Client's failure to maintain the Software updated as required or (ii) due to any other mechanical, software, computer, telecommunications or electronic system failure that could have been controlled by either the client or the Firm.

11. TigerWit is responsible for maintaining its trading platform(s) and other related systems updated; therefore, the client accepts that the Firm or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the trading platform(s) or other related systems; these actions may cause the trading platform(s) or other related systems to be inaccessible for a period of time. The client accepts that the Firm bears no responsibility for any loss, including financial loss, caused due to any of the actions referred to in this paragraph.

12. The client accepts that TigerWit is not an internet service or electricity provider; consequently, the former accepts that TigerWit is not responsible for any failure to provide an investment or ancillary service, under paragraph 6.1 of the Client Agreement, if such failure arises as a direct or an indirect result of an internet service or electricity failure.

13. If for any reason the client is unable to access the trading platform(s) in order to send an instruction for the purposes of trading financial instruments he/she may contact the Dealing Department by telephone on to place a verbal instruction, subject to the restrictions referred to in the 'Recordings of Telephone Calls' section of the Client Agreement. It

should be noted that the Firm reserves the right to reject such verbal instruction when the operator of the Dealing Department is not satisfied with the client's identity or clarity of instructions; under such circumstances, TigerWit reserves the right to request from the client to transmit an instruction through another mean. The client accepts that at times of excessive transaction flow there might be some delay in connecting over the telephone with a member of the Dealing Department, especially when there are important market announcements.

14. The Client understands and agrees that TigerWit is the sole counterparty and therefore the Client will not bring any legal action, whether in tort, including negligence, breach of contract or otherwise, to any third-party software and/or technology providers whose products and services assist in providing the platform to the Client.

### Instructions and Orders

1. The terms of TigerWit's instructions and orders relating to the trading platforms can be found in Annex I to these terms and conditions.

2. Important Notice:

Specific leverage limits may apply to certain instruments, platform(s) and/or jurisdictions available. For more information please visit our website

The Firm may, in its sole discretion, amend the margin requirements, on a case by case basis, on all or any transaction(s) of the Client, by providing the Client, where reasonable, with notice. The Client acknowledges that all information as well as any subsequent updates relating to Fixed Spread Accounts shall be found online at <https://global.TigerWit.com>. Further the Client acknowledges that it is their sole responsibility to remain informed of any subsequent updates and/or amendments on this matter.

### Refusal to Execute Orders

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1.The client accepts that TigerWit shall have the right, at any time, to refuse at its discretion the provision of any investment or ancillary service, including but not limited to the execution of instructions for the purposes of trading financial instruments, without providing notice to the client.

2.Paragraph 7.1, above, may come into force under certain circumstances, including but not limited to situations when:

3.TigerWit has reasonable grounds to believe that the execution of a client's order may:

- i. affect the orderly function of the market;
- ii. constitutes an abusive exploitation of privileged confidential information;
- iii. contributes to the laundering of illegal funds;
- iv. affects in any manner the reliability or orderly operation of the trading platform(s); and,
- v. the client's order relates to the purchase of a financial instrument but there is insufficient free margin in the relevant trading account to cover such purchase and any applicable charges.

4.TigerWit reserves the right to refuse the execution of a pending order and/or modify the opening/closing price of an order if a technical or other error occurs.

5.The client accepts that the Firm may refuse to execute an instruction for trading financial instruments, if conditions described in paragraph 5.11, above, are triggered.

6.The client accepts that if TigerWit were to refuse the execution of a client's order, under the 'Refusal to Execute Orders' section, the obligations of the client under the Client Agreement shall remain unaffected.

## Corporate Actions

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1.If a corporate action materialises, the client accepts that TigerWit reserves the right to make appropriate adjustments to the value and/ or the size of a transaction and/ or number of any related transactions; any such adjustment aims in preserving the economic equivalent of the rights and obligations of both the client and the Firm immediately prior to a corporate action. It should be noted that these adjustments are conclusive and binding upon the client; the client will be informed accordingly by the Firm as soon as reasonably practicable.

2.If a corporate action materialises, the client accepts that TigerWit shall take all reasonable steps to replicate the market conditions. If TigerWit, in its sole discretion, warrants it is unable to fairly value a corporate action, the Firm shall reserve the right to close a client's position.

3.Dividends: Prior to the release of a dividend for a share, TigerWit shall reserve the right to increase the Margin levels of the relevant symbol. The client shall remain responsible to regularly consult the contract specifications for any such changes, available at <https://global.TigerWit.com>

4.Long positions: A client holding a long position on the ex-div date will receive the applicable dividend in the form of a cash adjustment, credited to the relevant trading account.

5.Short Positions: A client holding a short position on the ex-div date will be charged the applicable dividend in the form of a reverse cash adjustment, debited from the relevant trading account's free equity.

6.In the event a client maintains a short position on the ex-div date and has insufficient free equity in their trading account to cover the reverse cash adjustment, TigerWit reserves the right to close the open position. Under such circumstances, the reverse cash adjustment shall be deducted from the trading account's balance.

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7. The client accepts TigerWit retains no requirements to notify a client in the event a trading account maintains insufficient free equity to cover a reverse cash adjustment for a short position.

8. Stock Splits: In the event of a stock-split, the appropriate adjustment on the client's position shall be reflected on the trading account in accordance with the announced stock split.

9. Rights Issue: In the event of a rights issue, the client shall receive the option to either;

- a. exercise the rights option; or
- b. hold the rights until maturity and not exercise the option.

#### 10. Fractional Share Adjustments

In the event a corporate action results in a fractional position, TigerWit reserves the right at its own discretion to credit the outstanding fractional component as a cash adjustment to be credited to the client's trading account; the adjustment will be subject to the closing price on the last trading day prior to the ex-date.

#### 11. Other Corporate Actions

In the event of a share being de-listed, the client's position will be closed at the last market price traded.

In the event of a merger and acquisition ('M&A'), tender, spin-off or merger resulting in the share trading under a new name, the client's position will be closed at the last market price traded.

TigerWit bears no responsibility for notifying the client regarding announcements of corporate actions.

### Complaints Handling Procedure

1. Complaints shall be addressed, in the first instance, to the Customer Support Department. If the client receives a response from the Customer

Support Department but deems that the complaint needs to be raised further the client may contact the Compliance Department, details of which can be found on Section 12 of these Terms and Conditions. Both the Customer Support Department and the Compliance Department shall thoroughly examine any complaints as required, taking into account any information contained within the books and records of the Firm, including but not limited to the client's trading account journal.

2. A complaint shall include:

the client's name and surname; the client's trading account number; the affected transaction numbers, if applicable; the date and time that the issue arose; and a description of the issue.

3. A complaint must not include:

offensive language directed either to TigerWit or an TigerWit employee.

### Miscellaneous

1. The client accepts that all orders executed by the Firm shall be conclusive and binding. The client has 2 (two) business days, from the execution of an order, to dispute the execution (i) price, (ii) cost, (iii) speed, and (iv) method; such dispute needs to be communicated to the Firm in writing.

2. Unless specifically agreed otherwise, the client accepts that the Firm is under no obligation to provide electronic, or other, confirmation in relation to financial instruments traded through the client's trading account.

3. Unless specifically agreed otherwise, the client accepts that TigerWit shall provide no statements of accounts in relation to financial instruments traded through the client's trading account. The client may, at any time, review the current and historic state of his/her trading account via the trading platform(s).

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4.The client shall regularly consult the 'Help' menu or User Guide of the trading platform(s); if a conflict arises the Service Agreement shall prevail unless TigerWit determines, in its sole discretion, otherwise.

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6.Unless specifically agreed otherwise, the client accepts that the Firm is under no obligation to provide electronic, or other, confirmation in relation to financial instruments traded through the client's trading account.

7.The client shall regularly consult the 'Help' menu or User Guide of the trading platform(s); if a conflict arises the Service Agreement shall prevail unless TigerWit determines, in its sole discretion, otherwise.

## FAQs

1.Questions regarding the Terms and Conditions should be addressed, in the first instance, to the Customer Support Department.

Email: [support@tigerwit.com](mailto:support@tigerwit.com)

## Additional Contacts

1. Dealing Department

Email: [support@tigerwit.com](mailto:support@tigerwit.com)

Compliance Department Email:

[support@tigerwit.com](mailto:support@tigerwit.com)

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