



FSA Mauritius

# Declaration and Guarantee

Issue Date January 2024 – Version 1

Blueberry Markets (Mauritius) Ltd (Mauritius Company Number 218548) holds Global Business Licence GB24203929 under the Financial Services Act allowing it to be a Full Service Dealer.

Margin trading involves a high level of risk and is not suitable for all investors. You should carefully consider your objectives, financial situation, needs and level of experience before entering into any margined transactions with Blueberry Markets, and seek independent advice if necessary. Forex and CFDs are highly leveraged products, which means both gains and losses are magnified. You should only trade in these products if you fully understand the risks involved and can afford to incur losses that will not adversely affect your lifestyle.

[www.blueberrymarkets.com](http://www.blueberrymarkets.com)

## Declaration and guarantee

Each director and representative identified in the application form make the following declarations for and on behalf of the Company:

- A. The company applicant acknowledges that it has been provided with the opportunity to view and retain (e.g., by saving and printing), and has read and understood:
- the Blueberry Markets Client Agreement; and
  - relevant supplementary document, including any commission, charges or margin schedules.

The company applicant also acknowledges and agrees to be bound by the abovementioned documentation.

Further, the company applicant specifically agrees that it has been given the opportunity to retain the documentation during the application process (e.g. by printing or saving it) and that it will not be separately provided with a copy of the documentation without making a particular request for it.

- B. The company applicant understands the nature and risks associated with the products and services provided by Blueberry Markets and that trading carries a high level of risk, including the risk of losing substantially more than the initial expenditure. The company applicant hereby acknowledges that the Company can sustain a loss greater than, and not limited to, the margin it has deposited with Blueberry Markets.
- C. The company applicant confirms that each of the persons whose names appear in the application form shall be and are hereby jointly and severally authorised to sign any document in connection with the opening or operation of the live trading account/s, including (but without limitation) any agreement or document creating, perfecting or relating to any mortgage, charge or encumbrance over the company's assets and to give any oral or written instructions to Blueberry Markets with respect to the live trading account/s including (but without limitation) instructions to effect or otherwise enter into transactions with or on behalf of the company applicant.
- D. The company applicant declares that where personal information about an individual (such as an officeholder or beneficial owner) that has been provided in this application form or will be provided by the company applicant's Authorised Persons, or is otherwise provided as a result of the ongoing use of the products and services provided by Blueberry Markets, the company applicant has made or will make each such individual aware of the fact that:
- their personal information has been collected by Blueberry Markets for the purposes of undertaking electronic identity verification of individuals associated with the company applicant and to protect against fraud;
  - their personal information (such as names, dates of birth, and addresses) may be disclosed to a credit reporting agency (CRA) or identity verification service, or other organisations involved in the provision, management or administration of

the account and the products and services provided by Blueberry Markets, or as required by law, or with their consent, to obtain an assessment of

whether that personal information matches information held by them or other identity verification sources;

- if relevant, Blueberry Markets may obtain from a credit reporting agency a consumer and/or commercial credit report about the company applicant and the individual in connection with this live trading account application;
  - the company applicant may not be able to open a live trading account with Blueberry Markets and access the products and services provided by Blueberry Markets if that individual's personal information is not provided;
  - Blueberry Markets will handle the individual's personal information in the way set out in the Blueberry Markets Privacy Policy and they can also request a copy by contacting Blueberry Markets at [global@blueberrymarkets.com](mailto:global@blueberrymarkets.com); and
  - the individual can gain access to and seek correction of their personal information, or make a complaint about how it is handled, by contacting Blueberry Markets, and Blueberry Markets contact details.
- E. The company applicant confirms that it will not supply, show or make available or permit to be supplied, shown or made available any market data from any service provided by Blueberry Markets to any third party in any manner. The company applicant will not use any data from the service to establish, maintain or provide, or assist in providing a market for trading in financial instruments not authorised by law.
- F. The company applicant declares that it is not aware of any liquidation proceedings which have been commenced or are intended to be commenced by any person against the company applicant or which are intended or anticipated by the company applicant.
- G. The company applicant declares that it will use the products and services provided by Blueberry Markets solely in relation to the management of the company's funds and for the benefit of the beneficiaries and not otherwise as an investment advisor, broker to the public or for the investment of third-party funds.

Where an application is for a company, a Guarantee and Indemnity from Company Directors are required.

### **Guarantee in favour of:**

Blueberry Markets (Mauritius) Ltd (Mauritius Company Number 218548 | Licence Number GB2403929) ('Blueberry Markets').

### **Guarantee from:**

The person(s) named as the Directors in the application form (the 'Guarantor(s)').

## **Background:**

The person(s) named Directors in the application form guarantee(s) that:

1. The Company identified and named as the Primary Contact Person (the 'Customer') has opened an account with Blueberry Markets ('Account') in order to enter into financial contracts ('Transactions') pursuant to the terms and conditions of the Blueberry Markets' Client Agreement ('Client Agreement').
2. When the Customer enters into such Transactions, it will incur liabilities and obligations to Blueberry Markets pursuant to the terms of the Client Agreement.
3. Blueberry Markets has agreed to allow the Customer to open an Account on the conditions that the Guarantor(s) agrees to guarantee the due performance of the Customer's obligations arising under the Client Agreement and the due payment of any amounts owed to Blueberry Markets by the Customer in accordance with the terms of this Guarantee Deed.

## **Guarantee and indemnity:**

The Guarantor(s) agrees as follows:

- A. I/We unconditionally and irrevocably guarantee the due and prompt payment of all monies and liabilities that become due and payable by the Customer under the Client Agreement and the due and punctual performance and observance of all other obligations of the Customer under the Client Agreement. If the Customer fails, for any reason, to pay any amount guaranteed above when due, I/we shall, as principal obligor, pay that amount to Blueberry Markets on receiving its first written demand, and I/we further agree to indemnify Blueberry Markets and keep indemnified Blueberry Markets against all loss and damage incurred by Blueberry Markets by reason of the failure of the Customer to fulfil all its obligations under the Client Agreement.
- B. A certificate in writing signed by Blueberry Markets or on Blueberry Markets' behalf stating the amount at any particular time due and payable by me/us hereunder shall be conclusive evidence of such payment obligation, save in the case of manifest error by Blueberry Markets.
- C. My/Our liability under this Guarantee Deed will only be discharged by the receipt by Blueberry Markets of payment of monies owed under this Guarantee Deed in full. It will not be discharged by any other action, omission or fact and therefore shall not be affected by:
  - Blueberry Markets giving time or any other indulgence or forbearance to the Customer;
  - the winding-up or re-organisation of the Customer;
  - the Customer acting or purporting to act beyond the power conferred upon it by its Replaceable Rules, Constitution or Memorandum and Articles of Association (as applicable) or without the power of authority of its Board of Directors or

otherwise by reason of any want of power to enter into any Transactions with Blueberry Markets; or

- any amendment from time to time to the Client Agreement according to its terms and tenor. D. Any receipt from any person other than me/us will reduce the outstanding balance only to the extent of the amount received.
- D. Before enforcing this Guarantee Deed, Blueberry Markets shall not be obliged to take any action or obtain any judgement, nor make or file any claim in the bankruptcy, dissolution or winding up of the Customer.
- E. I/We agree that in any litigation relating to this Guarantee Deed, the aforesaid obligations or any security, therefore, I/we shall waive the right to interpose any defence based upon any statute of limitations or any claim of laches or set-off or counter-claim of any nature.
- F. I/We acknowledge that I/we have not relied on any warranty or representation (whether oral or otherwise) made by or on behalf of Blueberry Markets to induce me/us to enter this Guarantee Deed and that I/we have made and will continue to make, without reliance on Blueberry Markets, my/our own independent investigation of the financial condition and affairs of the Customer and assessment of the creditworthiness of the Customer and further acknowledge that Blueberry Markets has no present or future duty or responsibility to provide me/us with any information relating to the financial condition or affairs of the Customer.
- G. No failure or delay by Blueberry Markets in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of waiver of any right or remedy produce its further exercise or the exercise of any other right or remedy.
- H. I/We agree to provide Blueberry Markets with such information and copies of such documents as are reasonably requested by Blueberry Markets for the purposes of Blueberry Markets determining whether to enter into, or to continue to rely on, this Guarantee Deed including, without limitation, evidence showing the Guarantor does in fact have sufficient funds with which to guarantee the obligations of the Customer under this Guarantee Deed. J.
- I. I/We acknowledge that where there is more than one Guarantor named in this Guarantee Deed, my/our ability is joint and joint and several.

## **Governing jurisdiction:**

This Guarantee Deed shall be construed and interpreted according to the laws of Mauritius, and the Courts of competent jurisdiction in Mauritius will have exclusive jurisdiction to hear and determine any dispute arising out of the present Guarantee Deed, except that Blueberry Markets also has the right to pursue its rights under this Guarantee Deed in any other jurisdiction.