



Terms & Conditions

CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. 66% of retail investor accounts lose money when trading CFDs with this provider. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

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Risk Warning: CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage. 67.44% of retail investor accounts lose money when trading CFDs with this provider. You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

1. General Information

- 1.1 **FINMARKET** is a brand owned and operated by **K-DNA Financial Services LTD** (hereinafter called the “Company”, “We” or “Us) which is” authorised and regulated by the Cyprus Securities and Exchange Commission (hereinafter called “CySEC”) as a Cyprus Investment Firm (hereinafter called “CIF) to offer certain Investment and Ancillary Services and Activities under the Provisions of the Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(i)/2017 as subsequently amended or replaced from time to time (hereinafter called “the Law”), with CIF license number 273/15. The Company is registered in the Republic of Cyprus under the Companies Law, with a registration number HE 335683 and registered office at 56, Griva Digeni, Anna tower, 1st Floor, 3063 Limassol, Cyprus. The investment and ancillary services that the Company is authorised to provide are described and specified in section 5, “Provision of Investment and Ancillary Services” of this Agreement”).
- 1.2 These Terms and Conditions (hereinafter called “The Agreement”) is entered by and between the Company on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (hereinafter called “Client” or “you”) pursuant to the provisions on this agreement on the other part.
- 1.3 The relationship between the Client and the Company shall be governed by these Terms and Conditions and the following documents, as amended from time to time: (a) Risk Disclosure and Warning Notice, (b) Privacy & Cookie Policy, (c) Conflict of Interest Policy, (d) Order Execution Policy, (e) Client Categorization Policy, (f) Investor Compensation Fund, (g) Leverage and Margin Policy and



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(h) Complaints Handling Policy. The aforesaid documents shall hereinafter form and collectively called the “Agreement” and set out the terms upon which the Company will offer Services to the Client. The Client should read the entire Agreement consisting of all the above-mentioned documents and any other letters or notices sent by the Company carefully as well as the various documents found on the Website under Legal documentation section such as “Investor Compensation Fund”, “Complaints Handling Policy”, “Privacy & Cookie Policy”, “Leverage and Margin Policy” and make sure that the Client understands and agrees with them prior to opening a trading account with the Company.

- 1.4 The Company may provide the above documents in languages other than English. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.
- 1.5 As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required by neither the Client nor the Company in order for the Agreement to be considered legally binding on both the Company and its clients. This means that the Agreement without being physically signed has the same judicial power and rights as a signed one. In the case where Clients prefer to have a signed Agreement, then the Client needs to print and send 2 original copies bearing original signatures to the Company, where the Company will sign and stamp the Agreement and send a copy back to the Client whereas the second copy will be kept in the respective client’s folder.
- 1.6 By accepting electronically and/or in written form this Terms and Conditions, the Client enters into legal Agreement with the Company which shall be binding to both parties, the Company and the Client and shall inure to the benefit of both Parties and their permitted successors and assignees.
- 1.7 For any questions or notices, you may contact the Company at:

Phone number: +357 25254070

Fax: +357 25251813

Email: info@kdna-investment.com

- 1.8 By accepting this Agreement, you confirm that you are able and agree to receive information, including any amendments to the present agreement, either via email or through the Company’s website www.finmarket.com (hereinafter the “website”). The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English.



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2. Definitions of Terms

2.1 In this agreement the following terms shall have the following meanings in the singular or plural as appropriate:

Access Codes	Any credentials (i.e. username, login, password) provided by the Company to the Client, for accessing the Company's Electronic Systems;
Access Data	The Client's access codes, credentials, any login code, password, Trading Account Number and any information required to access Client's Trading Account and /or to place orders, transactions via the Company's Electronic Systems;
Account Opening Application Form	The application form that client needs to complete during the registration procedure in order to open a trading account with the Company whereas clients are required to provide information as per the identification and customer due diligence procedures according to applicable laws and regulations;
Affiliate	An Individual or a Legal Person which is remunerated by the Company for promoting the marketing material of K-DNA Financial Services Ltd;
Applicable Laws and Regulations	Cyprus Law 87(I)/2017, which implemented 'MiFID II' in Cyprus Law and which provides for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and Regulation (EU) 600/2014 (MiFIR), as well as the regulations, arrangements, directives, circulars and customs of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus, the Law 188(I)/2007 for the Prevention and Suppression of Money Laundering and Terrorist Financing Law and any other authorities which govern the operation of Cyprus Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time;
Ask Price	The price at which the Company is offering to sell a CFD or any other derivative financial instrument;
Authorised Person	An individual duly authorized by the Client in accordance with this Agreement to give instructions to the Company on behalf of the Client;
Balance	The net of all realized profits and losses on executed Transactions and deposits/withdrawals to/from an account;
Bank Account	Any account held in the name of the Client and/or the name of the Company on behalf of the Client with a bank or other financial institution, Segregated from the Company's own funds;
Base Currency	Means the price at which the Company is willing to buy a CFD or any other derivative financial instrument;
Business Day	Means a business day that financial markets are open, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January, or any other day which is considered as public holiday in the Republic of Cyprus or elsewhere that is announced on the Company's website;
CFD	A contract for differences is a financial instrument that allows traders to invest into an asset class without actually owning the asset; by

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Client	reference to variations in the price of an Underlying Asset; Any natural or legal person to whom the Company provides its Services according to this Agreement;
Account Base Currency	Means the designated currency of the Client's Trading Account;
Client's Trading Account or Trading Account or Client Account	Any personalized account held by the Client with the Company whereas the Client can trade CFDs and/or other derivative financial instrument as per this Agreement;
Cryptocurrencies/Virtual Currencies	When used in this Agreement shall mean, if not otherwise required by the context, a type of decentralized digital currency or financial asset derived from such a currency, that is not issued by any central bank or issuer and in which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units;
Close Position	Opposite of the Open Position; Deal of purchase (sale) covered by the opposite sale (purchase) of the contract;
Contract Specification	Means trading information and details (including without limitation such information and details such as Spread, Lot Size, Margin Requirements, Swaps etc.) for each type of Financial Instrument offered by the Company as determined and as updated on the Company's Trading Platform and as placed for indicative purposes only on the Company's Website, in the event of Conflict between the two the version of the Trading Platform shall always prevail;
CySEC	Means the Company's supervisory authority, The Cyprus Securities and Exchange Commission, with offices at: 19 Diagorou Str. CY-1097, Nicosia, Cyprus (contact telephone no. +357 22506600, fax: +357 22506700 etc.).
Currency Pair	Means the object of a Transaction based on the change in the value of one currency against the other;
Demo Account	A special personal account which is not a Client's trading Account, opened and credited by the Company with a predetermined amount, in the name of the Interested Person;
Derivative	A contract whose value is based on agreed upon underlying financial asset;
Durable Medium	Means any instrument which enables the client to store information addressed personally to him in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;
Electronic Systems	Any electronic trading facility that is offered by the Company (i.e. Meta Trader platforms, web-based platforms, mobile platforms, etc.) which includes without limitation the Client Portal through which a Client may access their Trading Account, hardware, software and/or communication link;
Eligible Counterparty Equity	Means as defined in the company's Client categorization Policy; Provided part of the Customer's Account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: Balance + Profit - Loss. These are the funds on the Customer's Account reduced by the current loss on the open positions and increased by the current profit on the open positions;
Event of Default	Means any event described in section 29 of this Agreement and this

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	includes without limitation any other similar circumstance and event that might have the same or similar effect;
Execution Venue	A regulated market, a multilateral trading facility, a systematic internaliser or a market maker or another liquidity provider or an entity performing in a third country, as per G20, similar functions;
Expert Advisor	Means a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company's Trading Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client Trading Account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels;
Financial Instruments	Any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation;
Floating Profit/Loss	Means current profit/loss on Open Positions in Financial Instrument(s) calculated at the current Quotes (added any commissions or fees if applicable);
Force Majeure	Neither the Customer, nor the Company shall be held liable for consequences of any delay, failure or inability to fulfill obligations contained herein, or pursuant to any transaction, for reasons beyond their reasonable control. Such events will include, without limitation: any law, order, regulation or threat of any governmental or other authority, computer system breakdown, change of market conditions or practice, or actions of the holder of an issuer's shareholder register, which prevent fulfillment by the Parties of their obligations under the present Regulations or any transaction;
Free Margin	Funds not used as the guarantee for Positions at a given time, calculated as follows: Free Margin = Equity – Used Margin;
Identification and/or customer due diligence process/procedure	Customer identification and customer due diligence procedures include identifying the customer/beneficial owner and taking adequate measures to verify the identity of the customer/beneficial owner, in accordance to their degree of risk (on the basis of documents, data or information obtained from a reliable and independent source);
Introducer KYC or Account Registration or Registration Process/Procedure	Any Person as defined under Section 22 of this Agreement; Any "Know Your Customer" process required to be made by the Company under applicable Laws and Regulations, and which are designed to identify the Customer, verify the identity of the Customer, perform background checks on the Customer, construct an economic profile of the Customer and assess the appropriateness of the Services to the Customer;
Margin	The necessary guarantee funds to open positions, as determined in the trading conditions;
Margin Call	Mean the situation when the Company inform Clients that they do not have enough Margin to open or maintain open positions;
Margin Level	Index characterizing the account, calculated as: Equity/Margin;
Multilateral Trading Facility (MTF)	Means a multilateral system operated by an IF or market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non- discretionary rules - in a way

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		that results in a contract;
Open Position		Deal of purchase (sale) not covered by the opposite sale (purchase) of the contract, a position that has not been closed;
Order		Means the instruction to open or close a position from Clients to the Company on the Company's Trading Platform;
Politically Exposed Person		A natural person who has its place of residence in a European Union Member State or in third countries, and who is or has been, or any of its immediate family members or persons known to be close associates of such person are or have been, entrusted with prominent public functions as set out in the applicable rules and regulations;
Power of Attorney		Means the power to authorise a third party to act on behalf of the Client in all business relationships/activities with the Company
Professional Client		As defined in the Company's Client Categorisation Policy;
Regulator		Means the Cyprus Securities and Exchange Commission ("CySEC").
Retail Client		Means a client who is neither a Professional Client nor an Eligible Counterparty as defined in the Company's Client Categorisation Policy;
Rollover		Forwarding a position on expired contract to the following day and/or to the new contract;
Services		The Services provided by the Company as per section 5 of this Agreement.
Slippage		Means the difference between the expected price of a Transaction in a Financial Instruments, and the price the Transaction is actually executed at. At the time that an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client's requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade;
Spread		Difference between the purchase price ASK (rate) and the sale price BID (rate) at the same moment;
Swap or Swap Rate		Means a charge by the Company for the interest cost and associated costs incurred in relation to the overnight rollover of an open position;
Stop Out Level		such condition of account when the open positions are forcedly closed by the Company at current prices;
STP/ECN		Means electronic communication network trading type which the Company will act as an agent to the client Orders and not as principal;
Trading liquidity or Platform		Means any program and software used by the Company in order to enable its Clients to place/modify/delete/execute orders, obtain price information and markets related news in real time, make technical analysis on the markets, receive notices from the Company and keep record of Transactions;
Trailing Stop		Means in Financial Instruments, a stop-loss order set at a percentage level below the market price – for a long position. The trailing stop price

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Transaction	is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn’t change, and a market order is submitted when the stop price is hit; Any type of transaction effected in the Customer’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Customer or an authorized representative;
Trading Platform	The electronic trading platforms and software owned, or licensed, by the Company, which is used in order to provide the Services, whether web-based (including mobile), customer software or otherwise;
Underlying Asset	Means the Underlying Financial Instrument (e.g. commodity, currency, index and precious metals) on which derivative’s price is based;
Verification of the Identity of the Client and the Beneficial Owner	Verifying the customer’s identity on the basis of documents, data or information obtained from a reliable and independent source;
Website	The Company’s and its brand’s websites www.kdna-investment.com ; www.finmarket.com .

2.2 The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

2.3 Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.4 Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

3. Scope & Application

3.1 The Company with this Agreement sets out the basis on which the Company agrees to provide Investment and Ancillary Services and Financial Instruments and it aims to provide clients with information about the Company, its services and the risk associated when dealing with in Contract for Differences (hereinafter called “CFDs”) and other derivative financial instruments, in a fair and non-misleading basis in order to allow clients to make an informed decision prior to entering into a relationship with the Company.



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3.2 This Agreement, as amended time to time, is non-negotiable and override and supersede any previous and/or other agreement between the Company and/or any of the its Introducer(s) and the Client, on the same subject matter and takes effect between the Company and the Client.

3.3 When we refer to "you" and "your" we mean the Client of the Company who is a licensed user of the Trading Platform or any visitor to our website who is not a Client of the Company. If you decide to download our Software to use the trading demonstration then the terms and conditions within this document (to the extent applicable) apply to you and by downloading the Software you accept the same and agree to abide by the terms and conditions herein, although you shall not be treated as our Client and we shall have not obligations towards you.

3.4 After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company, the Company will send the Client a notice indicating whether s/he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all required documentation have been received by the Company, and properly completed by the Client. The Company reserves its authority to reject any prospective Client without any explanations.

3.5 The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Trading Account has been opened for the Client.

3.6 The Client shall not use his Account for payment to third parties.

3.7 In order to open an account, the Client will need to fill out Company's application form and provide all required documents as described on the relevant forms for account opening:

- a) For Natural Persons – Individual Account Application and Joint Account Application. It is clarified that the company accepts joint accounts only in case of married persons or first grade relatives.
- b) For Legal Entities – Corporate Account Application

3.8 If the Client has opened more than one Client Account, the Company shall have the right to treat these Client Accounts as a single Client Account. The Company may at its sole discretion elect to transfer and use available Margin or other funds from one Client Account for the purposes of discharging Margin requirements or liabilities in one or more of the Client's other Client Accounts even if such transfer may result in the closure of open positions in any Client Account from which Margin or other funds are transferred and the Company shall not have any liability for any claim in respect of such action as described in this paragraph.



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4. Clients General Acknowledgement

- 4.1 Clients acknowledge and accept that they have read, understood and accepted this Agreement including this Terms and Conditions in their entirety and as amended from time to time.
- 4.2 Clients acknowledge and accept that the Company's official language is the English language and should always read and refer to the Company's main Website (www.kdna-investment.com) in particular under "Legal Documentation" for all information and disclosures about the Company's services and activities. Translation or information provided in languages other than English in the Company's Website is for marketing and information purposes only and is not binding nor have any legal effect whatsoever and the Company bears no responsibility or liability towards the correctness of the information therein.
- 4.3 Clients acknowledge, understand and accept that they have to properly complete the Account Registration Process (i.e. submit the Account Opening Application Form) together with the required identification documentation. The Company must be satisfied that all required documentation has been properly completed, submitted and received by the Company and all internal checks (e.g. Anti-money laundering checks and appropriateness and/or suitability tests where applicable) have been duly performed in a satisfactory manner. The Company reserves the right not to accept a Client as Company's Client (i.e. open Client's Account or accept funds from), if any of the required documentation is not provided and/or updated. Finally, the Company reserves the right to apply and impose additional/enhanced due diligence requirements at any given when it deems it deems suitable and appropriate.

5. Provision of Investment and Ancillary Services

- 5.1 Provided that the Company has accepted a prospective Client as Company's Client, he/she shall be offered and provided with the following Investment Services:
- Reception and transmission of orders in relation to one or more financial instruments;
 - Execution of orders on behalf of clients.
- 5.2 The Company will also offer and provide the following Ancillary Services:
- Safekeeping and administration of financial instruments, including custodianship and related services;
 - Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
 - Foreign exchange services where these are connected to the provision of the investment services.
- 5.2 The Company shall be offering the above investment and ancillary services, as applicable, regarding the following financial instruments:
- Transferable securities;
 - Money-market instruments;
 - Units in collective investment undertakings;

- d) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event);
- f) Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF;
- g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (f) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls;
- h) Derivative instruments for the transfer of credit risk;
- i) Financial contracts for differences (for differences in relation to MiFID instruments, currencies, interest rates or other financial indices);
- j) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.

5.3 The Underlying Asset of the Financial Instruments offered by the Company is not physically delivered to Clients but rather the Profit or Loss in the Currency of the Client's Trading Account is deposited in/withdrawn from Client's Trading Account once the order has been executed. In order to better understand the key features of the products offered by the Company, Clients are strongly advised to read the Company's Key Information Document (KID) publicly available in the Legal Documentation section on the Company's website.

5.4 The Company's services do not include and authorise the provision of investment advice. Consequently, The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Trading Account and place Orders and take relevant decisions based on his own judgement.

5.5 Clients acknowledge, understand and accept that the Company does not offer investment research services. Any Material containing market analysis is marketing communication and should not be construed as advice, recommendation or research.



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- 5.6 The Company will not provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent advice before entering into a Transaction and hereby confirms that he/she will not hold the Company liable in relation to the Client's decisions.
- 5.7 The Investment Services offered by the Company involve transactions in Financial Instruments that are not executed on a regulated market or a Multilateral Trading Facility (MTF), rather they are executed via the Company's Trading Platform on an Over-The-Counter (OTC) basis and as such Clients by accepting this Agreement they consent for the execution of such transactions.
- 5.8 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, information but not as part of its Services to the Client, whereas:
- a) The Company will not be responsible for such information.
 - b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
 - c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
 - d) If the information contains a restriction on the person or category of persons to whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons restricted to receive such information.
 - e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

6. Assessing Appropriateness

- 6.1 In providing the Services of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable regulations to make an assessment as to whether the products or services being provided or offered are appropriate for the Client or potential client. In this respect Clients need to complete the Companies Appropriateness Test whereas the elements to be assessed include inter alia: financial information, knowledge and previous experience in investment field and products, risk tolerance, ability to bear losses and investment objectives of the Client/potential client. According to client's answers on the aforesaid questionnaire, the Company can identify his knowledge and experience and therefore can provide the suitable leverage ratio for each client separately, and as per Applicable Rules and Regulations.
- 6.2 Where the Client or potential Client elects not to provide the information regarding his knowledge, experience, ability to bear losses and risk tolerance or where he provides insufficient information regarding his knowledge, experience, ability to bear losses and risk tolerance, the Company will not

be able to determine whether the service or Financial Instrument is appropriate for him. The Company is entitled, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary.

6.3 The Company will conduct the abovementioned assessment based solely on information supplied by the Client. It is the Client's responsibility to inform the Company in writing of any information which might reasonably indicate that this assessment should be changed. Furthermore, it is Client's responsibility to ensure that such information is kept up to date. The Company shall assume that information about their knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

6.4 Where applicable to the categorization of the Client, the Company will assess the appropriateness of proposed Financial Instruments, investment services and activities for the Client. The Company will warn the Client if it concludes that a particular investment service or Financial Instrument is not appropriate for the Client, subject to the Client providing sufficient information to allow the Company to conduct the assessment of appropriateness.

6.5 Where the Client is a Professional Client, the Company is entitled to assume that he/she has the necessary experience and knowledge to enable him/her to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which he/she has been classified as a Professional Client. If the Client does not consider that he/she has the necessary knowledge and experience, he/she must make the Company aware of this prior to the provision of such product or service and provide the Company with any available information as to the level of his/her knowledge and experience. The Company accepts no liability in these circumstances.

7. Information about Risks – Acknowledgement of Risks

7.1 Clients should not engage in any dealings directly or indirectly in CFDs and other derivative financial instruments unless they know and have a clear understanding of the risks involved and associated when dealing in CFDs and other derivative financial instruments.

7.2 Clients acknowledge and understand that prior to deciding in dealing in CFDs and other derivative financial instruments, should consider their investment objectives, risk tolerance, financial resources and level of experience on these products. If Clients do not understand the risks involved and associated when dealing in CFDs and other derivative financial instruments and/or are not familiar in dealing in CFDs and other derivative financial instruments they should seek independent financial



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advice prior to applying for opening a trading account with the Company. If upon receipt of independent financial advice Clients still do not understand the risks involved and associated when dealing in CFDs and other derivative financial instruments, they should not apply for opening a trading account with the Company and/or refrain from trading if already opened a trading account with the Company.

- 7.3 Clients acknowledge, understand and accept that CFDs and other derivative financial instruments are leveraged products and involve and carry a high level of risk and clients may sustain losses and damages (i.e. possible to lose all of your invested capital) and consequently Clients by applying for the opening of a trading account with the Company accept and are willing to undertake such risk.
- 7.4 The Client unreservedly acknowledges and accepts that the value of any investment in Financial Instruments may increase or decrease and there is a substantial risk that the investment may become of no value. In the case of Financial Instruments which are forex, contracts for differences or other contractually based derivatives the entire amount of margin deposit may be lost and consequently Clients by applying for the opening of a trading account with the Company accept and are willing to undertake such risk.
- 7.5 Information of the previous/past performance of a Financial Instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- 7.6 The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of purchasing and/or selling any Financial Instrument and the Client accepts and declares that he is willing to undertake this risk.
- 7.7 When the Client makes a decision to trade in any Financial Instrument, he should consider the inherent risks in such Financial Instrument and in any related strategies. The risk assessment of the Client should include among other things various risks such as credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, business, operational and insolvency risk and the risks of “over-the-counter” (as opposed to on-exchange) trading.
- 7.8 Clients acknowledge that the prices of Cryptocurrency CFDs, are highly volatile, may fluctuate rapidly, widely, irrespective of the overall market conditions and may result in loss of all the invested capital over a short period of time.
- 7.9 The Client acknowledges and accepts that there may be risks other than those mentioned in this section.
- 7.10 Clients also acknowledge and accept that they have read and accepted the “Risk Disclosure” document as amended from time to time, which was provided during the registration process and is publicly available in the Legal Documentation section of the Company’s Website.



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8. Electronic (Trading) Systems/Website Access

- 8.1 Provided that the Client has been accepted as the Company's Client, they will be provided with Access Codes for accessing the Company's Electronic Systems and entering into transactions and/or dealings with the Company. For instance, the Client can use the Access Codes among others to access the Company's Trading Platform in order to be able to place orders for the purchase or sale of Financial Instruments.
- 8.2 Clients shall take all necessary precautions, measures to ensure the confidentiality of all information, including but not limited to Access Data and the Access Codes of the Company's Electronic Systems, transaction activities, account balances, as well as all other related information. The Client is strongly advised among others not to use any public computer to login with his access codes and they always should logout when using the Company's Electronic Systems. Clients further acknowledge that the Company bears no responsibility for any type and kind of losses that may occur and/or are connected by unauthorized use of their Access Data and Access Codes by any third party and consequently such third parties having access, to information, including but not limited to electronic addresses, electronic communication and personal data, when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, post etc.
- 8.3 Clients agree to notify the Company immediately if they know, suspect or has come to their attention that their Access Data/Access Codes have or may have been disclosed to any unauthorised person and/or have or are being used without authorisation. The Company will take all reasonable measures and steps to prevent any further use of such Access Data/Access Codes and will issue Clients with new replacement Access Data/Access Codes. Clients acknowledge that will be unable to place any Orders until receipt from the Company of the new replacement Access Data/Access Codes.
- 8.4 Clients accept that they will be liable for all orders given through and under their Access Data/Access Codes and any such orders received by the Company will be considered as received by the Client. In cases where a third person is assigned as an authorized representative to act on Clients' behalf, they will be responsible for all orders given through and under their representative's Access Data/Access Codes.
- 8.5 The Company reserves the right to restrict or limit, at its discretion, the Client's access to its Electronic Systems or part of it where it deems appropriate for the smooth operation of its Electronic Systems as well as to protect other client's interest. The Client shall only be entitled to access the Company's Electronic Systems and enter into dealings for his own internal business use on a non-exclusive, non-transferable basis. The same will apply in the case where the Company suspects or has reasonable grounds to suspect that the Client has allowed such unauthorised used whether willfully or negligently.

8.6 Clients may store, display, analyze, modify, reformat and print the information made available to them through the Company's Electronic Systems such as Website and/or Trading Platform. However, Clients acknowledge they are not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent and must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. Clients further represent and warrant that will not use the Company's Electronic Systems in contravention of this Agreement and that Company's Electronic Systems will be used only for the benefit of their Account(s) and not on behalf of any other person, and that, with the exception of a web browser and other applications specifically approved by the Company, they will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company's Electronic Systems or automate the process of accessing or obtaining such information.

8.7 Clients acknowledge that when using the Company's Electronic Systems (e.g. Website and/or Trading Platform) they will not, whether by act or omission, do anything that will or may violate the integrity of the Company's computer system or cause such system to malfunction. You are solely responsible for providing and maintaining the equipment necessary to access and use our Website and/or Online Trading System.

8.8 Clients acknowledge that the electronic nature of the Company's services may be subject to events, which may affect their access to the Company's Electronic Systems (e.g. Website and/or Trading Platform) including but not limited to interruptions or transmission blackouts. Clients acknowledge that the Company bears no responsibility for any damages or losses resulting from such events which are beyond the Company's control or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from Clients inability to access the Company's Electronic Systems or delay or failure in sending Orders.

8.9 The Company makes no express or implied representations:

- a) that the Electronic Systems will be available for access all the time, or at any time on a continuous uninterrupted basis. Access to the Electronic Systems may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades;
- b) as to the operation, quality or functionality of the Electronic Systems;
- c) that the Electronic Systems will be free of errors or defects;
- d) that the Electronic Systems is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data or other property.

8.10 We shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer. We shall not be held responsible for information received via computer or for any loss which you may incur in case this information is inaccurate.

8.11 The Client acknowledges that in the case of any electronic communication (including without limitation: internet or trading platform or electricity) that can cause a delay and/or disruption, and the Client wishes to execute his order then, he must call the Brokerage Department on +357 25254070

phone number and place his order through verbal instruction. The Client acknowledges and accepts that the Company has the right not to accept any verbal instruction in case that the Company's personnel are not satisfied with the caller's/Client's identity or in case that the caller/Client does not provide clear instructions to the Company. The Client acknowledges that verbal instructions will be treated on a first come, first served basis and the Company bears no responsibility of possible delays on placing the verbal instruction to the Brokerage Department.

- 8.12 The Company will be entitled to rely and act on any Order given by using the Access Data/Access Codes on the Trading Platform(s) or via phone without any further enquiry to the Client and any such Orders will be binding upon the Client. The Company reserves the right not to accept any verbal instructions in case the caller's/Client's has not verified his identity. Clients acknowledge and accept that the Company shall not be held liable for orders placed through verbal instructions to the Company's Brokerage Department in the aforesaid manner.
- 8.13 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever and make no warranty or representation of any kind, whether express or implied.
- 8.14 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.
- 8.15 The Company will not be liable to the Client for their computer system or mobile phone or tablet fail, damage, destroy and/or format their records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.
- 8.16 The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Electronic Systems.
- 8.17 The Company excludes any conditions, warranties and representations, express or implied, statutory or otherwise as to condition, satisfactory quality, performance, fitness for purpose or otherwise regarding the Company's Electronic Systems.
- 8.18 The Company will maintain its Electronic Systems in such a manner as to ensure its efficient and effective operation. To this respect the Company may be required to effectuate maintenance, replacements, updates, upgrades, fixes and patches to its Electronic Systems. Such actions may cause the Company's Electronic Systems to be inaccessible to the Client for a period of time. The Company bears no liability for any damages or losses, including financial losses, to the Client caused by any action described herein or by any unavailability of, or interruption to the normal operation, of the Company's Electronic Systems.

9. Trade Confirmations and Reporting

- 9.1 The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements.
- 9.2 The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of his Order.
- 9.3 The Company will send a notice to the client in a durable medium as provided by Applicable Regulations confirming execution of the Order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the Company from a third party, no later than the first business day following receipt of the confirmation from the third party. Such notification will include the information provided in Applicable Regulations other than the following information which is common to all Orders:
- a) [Company identification]
 - b) [Trading Date]
 - c) [Type of the Order]
 - d) [Instrument Identification]
 - e) [Nature of the order, e.g. buy/sell]
 - f) [the quantity, the unit price and the total consideration]
 - g) [the total sum of commissions and expenses]
- 9.4 Furthermore, the Company shall supply the Client, on request, with information about the status of his Order.
- 9.5 If the Client has a reason to believe that a report / trade confirmation is wrong or if the Client does not receive a report / trade confirmation when he should, the Client shall contact the Company within ten (10) Business Days from the date report / trade confirmation of the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.
- 9.6 The Company will, depending on the Transaction and on whether it should be reported under Applicable Regulations, report the Transactions to the competent authority as provided by Applicable Regulations as quickly as possible and no later than the close of the following Business Day.
- 9.7 The Company will publish annually the information required in regard to Execution Venues as required by Applicable Regulations in a machine-readable electronic format, available for downloading by the Client.

10. Order Execution Policy

- 10.1 The Company takes all reasonable steps to obtain the best possible results for its Clients when executing Client orders in relation to financial instruments. The Company's "Order Execution Policy" sets out a general overview of how orders are executed as well as several other factors that can affect the execution of a Financial Instrument.
- 10.2 Clients Acknowledge that for any Orders placed in relation to all individual Financial Instruments trading, the Company will execute such orders as a Broker (i.e. Agent) in an STP/ECN model according to its "order Execution Policy". The Execution Venue will be the contractual counterparty to the Client.
- 10.3 The Company's "Order Execution Policy" forms part of this Agreement and therefore by entering into this Agreement with the Company the Client also agrees to the terms of the "Order Execution Policy".
- 10.4 The Client acknowledges that he has read, understood and accepted all the information contained in the "Order Execution Policy" which was provided during the registration process and it is publicly available in the Legal Documentation Section of the Company's Website.

11. Trading Procedures, Execution of Client's Orders and Instructions

- 11.1 By entering into this Agreement, the Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or MTF.
- 11.2 The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.
- 11.3 The Client can open and close a position via its Company's Trading Platform and add or modify orders by placing Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit on any Financial Instrument.
- 11.4 The Client's orders are executed at the Bid and Ask prices that are offered by the Company, derived by its Liquidity Provider(s). The Client places his market request at the prices he sees on his client terminal and the execution process is initiated. Due to the high volatility of the market as well

as the internet connectivity between the Client terminal and the server, the prices requested by the Client and the current market price may change, during this process.

- 11.5 Orders can be placed, executed and (if allowed) changed within the Trading Hours for each type of CFD appearing on the Platform and/or the Website, as amended from the Company from time to time.
- 11.6 Pending Orders, not executed, shall remain effective through the next trading session (as applicable).
- 11.7 The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed.
- 11.8 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Trading Account Equity reaches zero.
- 11.9 It is clarified that Orders cannot be removed once placed.
- 11.10 The Company may in its sole discretion reject any order from the Client but will notify the Client of any such rejection, without giving any reasons, promptly following receipt of the Client's instructions. The Company may cancel any instructions previously given by the Client provided that the Company has not acted on the Client's instructions. Without prejudice to the generality of the foregoing the Client acknowledges that the Company may reject orders and/or instructions by the Client when they are not clear when the Client seeks to open a position, close a position or modify or withdraw an order.
- 11.11 The Company may record telephone conversations, without any prior warning (unless required to give prior warning by Applicable Regulations), to ensure that the material terms of a transaction and/or order placed by the Client and/or any other material information relating to a Transaction are properly recorded. Such records if created, shall be the property of the Company and shall be accepted by the Client as evidence of his orders or instructions. The Company may use recordings and/or transcripts thereof for any purpose which it deems desirable.
- 11.12 If any Financial Instrument Reference Asset which is a security becomes subject to possible adjustments as a result of any of the events set out in paragraph 10.18 (referred to as "Corporate Event"), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction (and also the level or size of the corresponding orders). This action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of

the parties under that transaction immediately prior to that Corporate Event, and/or (ii) replicate the effect of the Corporate Event upon someone with an interest in the relevant underlying Reference Asset security, to be effective from the date determined by the Company.

11.13 The events to which paragraph 11.17 refers to are any of the following, by the declaration of the issuer of a security:

- a) a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event;
- b) a distribution to existing holders of the shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
- c) any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares;
- d) any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares; or
- e) any event that is caused by a merger offer made regarding the company of the underlying asset.

11.14 If any Financial Instrument Reference Asset which is a security becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even withdraw the specific Financial Instrument from the Trading Platform.

11.15 Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

11.16 In the case where the Client has any open positions on the ex-dividend day for any of the Financial Instrument Reference Assets, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day. In this case, the Company will inform the Client via the internal mail of the said adjustment and no Client consent will be required. In the case where the Client deliberately attempting to take advantage of the fact that shares in a particular Spot Index going ex-dividend, the company reserves the right to apply a dividend adjustment in the form of commission without prior notice or consent. In the case of short positions, the dividend adjustment will be debited from the clients' account where dividend adjustment = Index Dividend declared x position size in Lots.

11.17 All Clients' orders (Market, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit), are executed at the available current market prices. However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e. prices to freeze/stop updating or price spikes), the Company reserves the right not to execute an order or in

case in which the order was executed to change the opening and/or closing price of a particular order or to cancel the said executed order.

11.18 The Client accepts and acknowledges that the Company is not responsible in case a Client's order is delayed or not even executed at the price requested (i.e. prevailing market price) since the quotes are derived from the liquidity providers using a bridge technology; market prices usually moves fast during volatile periods. The Client acknowledges that orders shall be executed at the bid and ask prices that are offered by the Company, derived by its Liquidity Provider. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the Company' server or the Company's Server and the Liquidity Provider, the prices requested by the Client and the current market price may change in the period between the Client placing his order with the Company the time the order is executed. The Client acknowledges that in the case of any communication or technical failure which results in the quotation of off-market prices on the quotes feed (i.e. prices to freeze/stop updating or price spikes), The Company reserves the right not to execute an order or, in cases where the order was executed, to change the opening and/or closing price of a particular order or to cancel the aforesaid executed order.

11.19 Considering the levels of volatility affecting both price and volume, the Company is doing its best efforts to provide client orders with the best execution result reasonably possible under the prevailing market conditions. Client's orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the next available Market price. However, at the duration of periods of volatile market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, client's orders (Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) may not be executed at requested/declared price but instead at the next best available market price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. While this price might have significant deviation from the client's declared price, the end result can be either to the client's benefit (positive slippage) or to the client's detriment (negative slippage). The same execution policy applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive.

11.20 The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information from the Client to the Company and also from the Company to its Liquidity provider due to any cause beyond the reasonable control of the Company. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Client's terminal and the Company' server).

11.21 Considering the volume of the Client's order and the current market conditions, the Company has the right to proceed with partial execution.

11.22 The Company has the right at its discretion to increase or decrease Spreads of Financial Instruments depending on the current market conditions and the size of the Client's order.



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11.23 All orders are placed in lot sizes. A lot is a unit measuring the transaction amount and it is different for each type of Instrument as set out on the Company's Trading Platform and website and updated from time to time. Details of the lot sizes for a given Financial Instrument type are available in the Company's Trading Platform and website and Clients acknowledge that it is their responsibility to review the said details and become familiar with. Clients further acknowledge and accept that even though in some cases there is no maximum size of an order which the Client can place with the Company, the Company reserves the right to decline an order, in case the size of the order is large and cannot be filled.

11.24 Clients acknowledge that while they can set their leverage level as described in the "Leverage Policy" found in the Legal Documentation Section in the Company's Main Website, the Company reserves the right to change the Contract Specification, including leverage and spreads, at any time without Clients' consent, depending on the prevailing market conditions either permanently or for a limited period of time. Clients acknowledge that it is their responsibility to review and become familiar with the Contract Specification available on the Company's Trading Platform prior to placing any Order.

11.25 Internet, connectivity delays, and price feed errors sometimes create a situation where there is price latency on the Electronic Systems such that there is a disparity between the Company quoted prices and current market prices for short periods. Client expressly acknowledges and agrees that it shall not execute Transactions with the Company that rely on price latency arbitrage opportunities either by using additional functionalities/plugin-ins (i.e. Expert Adviser, etc.) or by any other means. If the Client acts in contravention of this clause the Company reserves the right to (i) make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage; and/or (ii) cancel all the relevant Transactions; and/or (iii) terminate without notice the Client's Account with the Company and/or (iv) charge an administration fee equal to 10% of the deposited funds, with the maximum charge set at \$200 or deposit currency equivalent. The company at its discretion may not apply its rights under this clause provided that the client informs the Company in advance of his/her linked trading accounts with the Company that are going to be used for a hedging strategy within those accounts (i.e. mirror accounts) in that event hedging activity in those mirror accounts might not be considered by the Company as an abusive trading strategy.

11.26 The Company reserves the right to reverse any cumulative profits derived from the said trading at any given time. This can occur at times where there is suspicion of swap abuse aiming at generating riskless profit whereby the Client abuses the Company's trading conditions/systems or if the trading strategy of the Client imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility.

12. Expiry Transactions, Rollover

- 12.1 For certain Financial Instrument Transactions an expiry date may apply (an “Expiry Transaction”). The details of these dates are available in the Contracts Specification on the Trading Platform and on the Company’s website. The Client acknowledges and agrees that the Company will have the right to close any Transaction in its sole and absolute discretion without notice if the Reference Asset is a derivative Financial Instrument which may settle on expiry by a delivery other than in cash, a reasonable period prior to the expiry date as determined in the sole and absolute discretion of the Company. The Company will not be subject to any obligation to roll over a position in such a derivative Financial Instrument.
- 12.2 The price of an Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Reference Asset as reported by the relevant exchange or market, errors and omissions excluded; plus or, as the case may be, minus (b) any Spread that the Company applies when such an Expiry Transaction is closed. Details of the Spread that the Company applies when a particular Expiry Transaction is closed are available on request.
- 12.3 In case of rollover of the contract, the client shall be charged according to the price differences of the expired and the new contract.

13. Margin Requirements & Leverage

- 13.1 As a condition of entering into a Transaction, the Company requires the deposit of Margin to secure the Client’s liability to the Company for any losses which may be incurred in respect of the Transaction. The “Leverage Level” is the ratio of Margin to the market value of the open Transaction position which it secures.
- 13.2 Clients agree that it is their responsibility continuously to maintain their Account, at all times, sufficient funds to meet all Margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.
- 13.3 Clients agree that the Margin requirements are subject to change without notice, and the Company will not monitor the Margin requirements on a continuous basis, and the Company shall not inform the Client as soon as of the amount of any Margin required under this Agreement.
- 13.4 In a situation where during the term of this Agreement, the Margin available on the Client’s Trading Account is insufficient to cover the Margin requirement, the Client is obliged to reduce the

amount of Open Position(s) or transfer adequate funds to the Company. Clients acknowledges that even if they take steps to reduce the size of Open Position(s) or to transfer sufficient funds to, the Company may close one, several or all of the Client's Open Position or part of them at its sole discretion without assuming any responsibility towards the Customer for such action.

13.5 In a situation where the Client has opened more than one Account, the Company reserves the right to transfer money from one Trading Account to another, even if such transfer will necessitate the closing of Open Position(s) or other trades on the Trading Account from which the transfer takes place.

13.6 The Company reserves the right, in addition to any other rights it may have under this Agreement, or under Laws and Regulations in general or any other applicable laws and regulations, to limit the size of the Customer's Open Positions (net or gross) and to refuse orders to establish new Positions, or close Positions, until the Customer deposits extra funds in order to hold a required Margin. The Company will inform the Customer as soon as possible regarding such refused Orders and the reason for the refusals.

13.7 Clients agree that the Company may but not obliged to perform a margin call when the margin level of a trading account falls below 150%. Furthermore, Clients agree that they are responsible to monitoring their Trading Account.

13.8 Where Clients fails to provide Margin in clear funds received by us by the time at which the Trading Account Level reaches 50% ("Close Out Level"), we reserve the right to begin closing out your positions in your trading account starting from the position with higher loss. Where the Margin Level drops below 50%, we will proceed with close out without further reference to the Retail Client. There will be no further warning before close out. Any such closing out under this clause shall be performed in compliance with our duty of best execution to you, in accordance with our Order Execution Policy.

13.9 As per applicable regulation, the following measures have changed the existing settings of retail clients' accounts regarding margin and leverage, as follows:

- a) 30:1 for major currency pairs
- b) 20:1 for non-major currency pairs, gold and major indices
- c) 10:1 for commodities other than gold and non-major equity indices;
- d) 5:1 for individual equities and other reference values;
- e) 2:1 for cryptocurrencies;
- f) A margin close out rule on a per account basis. This standardises the percentage of margin (at 50% of minimum required margin) at which providers are required to close out one or more retail client's open CFDs;
- g) Negative balance protection on a per account basis. This provides an overall guaranteed limit on retail client losses; this means that their account balance will never be allowed to go below zero, regardless of market conditions.
- h) A restriction on the incentives offered to trade CFDs.
- i) standardized risk warning, including the percentage of losses on a CFD provider's retail investor



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accounts.

13.10 accepting this Agreement, Clients confirm that they read, understood and accepted the “Leverage Policy” and the Order Execution Policy which was provided during the registration period and it is publicly available in the Legal Section on the Company’s Website, as amended time to time.

14. Refusal to Execute Orders

14.1 The Company reserves the right, at any time during its relationship with the Client and at its own discretion, to refuse the provision of any investment or ancillary service, including but not limited to the transmission and/or execution of instructions for the purpose of trading in Financial Instruments, without giving any notice and/or explanation to the Client including but not limited to the following cases following (the list is not exhaustive):

- a) If the Client does not have the required margin deposited in the Client’s Trading Account;
- b) Whenever the Company is of the opinion that the order might violate the smooth operation or the reliability of the Company’s Trading Platform or Electronic System;
- c) Whenever the Company is of the opinion that the order aims to manipulating the market of the specific Financial Instrument;
- d) Whenever the Company is of the opinion that the order is a result of the use of inside confidential information (i.e. insider dealing);
- e) Whenever the Company is of the opinion that the order aims to legalise the proceeds from illegal acts or activities (i.e. money laundering);
- f) Any of Force Maieure or Event of Default situation.

14.2 The Client declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company taking action in relation to Paragraph 13.1 above.

14.3 The Company has the right to refuse the execution of transactions on behalf of the Customer ordered via telephone in case one or more of the below cases:

- a) Situations laid down in paragraph(s) 8.3 and/or 8.12 of this Agreement;
- b) The actions of the Client are not clear and do not include the following operations: opening position, closing position, changing or removing orders and in accordance with clause.

15. Settlement of Transactions

15.1 The Company shall proceed to a settlement of all transaction upon execution of such transactions.



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15.2 On Client's request, Account Statements and confirmations will be provided by the Company to the Client on the Client's account via the Company's Trading Platform where the said statements are stored. Such statements shall be provided by the Company to the Client via email on a monthly basis, within five (5) Business Days from the end of the previous month. In case no transactions were concluded in the past month, then no statement of Account will be provided. A statement of Account or certification or confirmation issued by the Company in relation to any transaction or other matter shall be final and binding on the Client, unless the Client file in writing his objection within two (2) Business Days from the receipt of the said statement of Account or certification or confirmation.

15.3 The Company is considering its obligations under paragraph 15.2 as fulfilled since the account statement as well as confirmation of any transaction is available online and via the Company's Trading Platform. Any objection which the Client may have regarding his/her executed transaction shall be valid only if it is received by the Company in writing within two (2) Business Days from the date such Transaction has took place. In case of statements sent by email, the Client can file in writing his objection within two (2) Business Days from the receipt of the said statement of Account or certification or confirmation.

16. Client's Account

16.1 The Client shall open a trading account with the Company in order to conclude any Transaction as specified in this Agreement. This Agreement shall be considered effective upon the first funding of the Client's Account in accordance with the minimum deposit amounts set out in Account Types section on the Company's website, provided that the Company has sent the Client written confirmation for their acceptance. It is clarified that the Company, on its own discretion, shall allow the Client to fund the Trading Account without minimum deposit threshold.

16.2 The Client shall not use his Account for payment to third parties.

16.3 It is clarified that the Company does not accept any cash deposits.

16.4 In order to open an account, the Client will need to fill out Company's Account Opening Application Form and provide all required documents as described on the relevant forms for account opening:

- a. For Natural Persons – Individual Account Application and Joint Account Application
- b. For Legal Entities – Corporate Account Application



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16.5 If the Client has opened more than one Client Account, the Company shall have the right to treat these Client Accounts as a single Client Account. The Company may at its sole discretion elect to transfer and use available Margin or other funds from one Client Account for the purposes of discharging Margin requirements or liabilities in one or more of the Client's other Client Accounts even if such transfer may result in the closure of open positions in any Client Account from which Margin or other funds are transferred and the Company shall not have any liability for any claim in respect of such action as described in this paragraph.

16.6 Clients acknowledge that the Company may, in its sole discretion, limit the number of Accounts that the Client may hold, maintain or acquire.

16.7 Any funds received in a currency for which the Client does not hold an account shall be converted by the Company into the Client's Account Base Currency. The conversion shall be made at the exchange rate applied on the day and at the time when the relevant funds are at the disposal of the Company.

17. Safeguarding of Client's funds – Segregation of Funds

17.1 Clients acknowledge and agree that the Company will promptly place any Client money it receives into one or more bank account(s) maintained by, and in the name of, the Company (hereinafter called as 'Clients' Accounts') with reliable credit institutions or banks of the Company's choice. It is understood that the Company may keep merchant accounts in its name with payment services providers used solely to settle payment transactions of its Clients. A list of the payment services providers used by the Company is available at the Website. It is further clarified that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

17.2 According to Applicable Regulations, prior depositing clients' money in an account or receive funds through payment service providers, the Company, at all times, shall exercise due skill, care and diligence in the selection, appointment and periodic review of those institution outlined in paragraph 17.1 of this Agreement. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution or payment service provider where Client money will be held.

17.3 According to Applicable Regulations, for the purposes of safeguarding Client money, the Company:

- a) shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
- b) shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
- c) shall at all times keep Client money segregated from the Company's own money;
- d) shall not use Client money in the course of its own business;
- e) shall take the necessary steps to ensure that Client money deposited with a financial institution (according to paragraph 17.1 of this Client Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;
- f) shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

17.4 Clients acknowledge and agree that the credit institution (of paragraph 17.1 of this Client Agreement) where Client money will be held may be within or outside Republic of Cyprus or the European Union. It is understood that the funds kept in Clients' Accounts are clearly segregated from the Company's own funds. The legal and regulatory regime applying to any such credit institution or payment service provider outside the European Union will be different from the legal and regulatory system in Republic of Cyprus and the European Union. Hence, in the event of the insolvency or any other equivalent failure or preceding of that person, the Client's money may be treated differently from the treatment which would apply if the money was held with a credit institution in Republic of Cyprus or in the European Union. In this case, the Company will not be liable, neither for the insolvency, acts or omissions of any third party, nor for any loss suffered under this case.

17.5 It is understood that the Company may hold Client money as per paragraph 17.1 of this Client Agreement and the money of other clients in the same account (omnibus account).

17.6 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Trading Account(s) under this Agreement) and the Client waives all right to interest.

17.7 It is agreed that the Company shall have the right to transfer the Client money to successors or assignees or transferees or buyers, with ten (10) Business Days prior Written Notice to the Client for the purposes of paragraph 29 of the Agreement.

17.8 The Company shall not conclude title transfer financial collateral arrangements with any Client who is a Retail Client for the purpose of securing or covering present or future, actual or contingent or prospective obligations of such Client.

17.9 The Company shall not grant security interests, liens or rights of set-off over Client money

enabling a third party to dispose of the Client's money in order to recover debts that do not relate to the Client or provision of services to the Client, unless this is required by Applicable Law in a third country jurisdiction in which the Client money may be held. If the Company will enter into such an agreement, it will amend this Client Agreement accordingly to reflect this.

17.10 The Company provides to the Client access to an online system on which the Client can obtain information in relation to the Client money that the Company holds on behalf of the Client, as provided by Applicable Regulations.

18. Deposits and Withdrawals

18.1 Clients acknowledge that any deposit of funds in the Trading Account shall be made in accordance with the applicable local and international regulations on money laundering and terrorist financing.

18.2 Information including but not limited to deposit and withdrawal methods, minimum/maximum initial deposit/withdrawal amount, deposit/withdrawal time and fees is set out in the 'Account Funding' section on the Company's Website as amended from time to time.

18.3 If the Client makes a deposit, the Company shall credit the relevant Client Trading Account with the relevant amount actually received by the Company within one to three Business Day following the clearance of such amount in the bank account of the Company.

18.4 If the funds sent by the Client are not deposited in the Client Trading Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client has to provide the Company with the requested documents and certificates.

18.5 In case the Client's Trading Account reaches a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.

18.6 The Company has the right to refuse and decline a Client's transferred funds in any of the following cases (the list is not exhaustive):

- a) Third party or anonymous transfers;
- b) If the Company has reasonable grounds for suspecting that the person who transferred the funds (i.e. transferee) was not a duly authorized person to perform the payment;
- c) If the Company has reasonable suspicion that the transfer violates the Cyprus Legislation or any Applicable Legislation, Regulations and or other European or International Anti-Money Laundering

regulation.

In any of the above cases (list is not exhaustive), the Company will send the funds received back to the same remitter by the same method as they were received, and the Client will suffer the relevant charges.

18.7 The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer or any other the methods accepted by the Company from time to time. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Account Base Currency, based on your country of origin as specified in your address and as shall be specified on the Trading Platform and/or according to your request. We shall not, and you shall not request us to, convert any monies standing to your credit or which have been paid by you into your Trading Account in one currency to another currency.

18.8 The Company will deposit funds in the Client's Trading Account and in the Currency denominated by the Client. In the event that the Client deposits money in a different currency of that of the Account Base Currency then the Company shall convert the sum deposited into the Account Base Currency. The Company shall do this at reasonable market rate and/or rate of exchange and/or bank that it considers appropriate. The Company shall be entitled to charge the Client for currency conversion or retain a mark-up from the exchange rates for arranging such conversion as the Company may from time to time considers reasonable. The Company shall be entitled to charge to the Client and obtain from the Client Trading Account or from the deposited amount the expenses incurred with regard to currency conversions for the Client, including commissions to banks, money transfer fees, credit card/alternative payments processing fees and commissions to intermediaries.

18.9 In the event of currency fluctuations, the Company will have no liability for any losses or damages incurred on the Client.

18.10 The Company and where applicable reserves the right to send Client Money back to the Client only in the currency where Client Money was originally deposited. In the case the Client wishes for funds to be sent in another currency then the Company will proceed with the relevant conversion at the rate determined by the credit or financial institution of the Company.

18.11 In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit.

18.12 The Company will consider a withdrawal request as acceptable and consequently proceed with its execution provided the following requirements are met (list is non-exhaustive):

- a) the withdrawal instruction includes all necessary information in the Personal Area;
- b) the instruction is to make a transfer to the originating account (whether that is a bank account, a



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- payment system account etc.) from which the money was originally deposited in the Trading Account or at the Client's request to a bank account belonging to the Client;
- c) the account where the transfer is to be made belongs to the Client;
 - d) at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
 - e) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal;
 - f) the Company is satisfied that the Client is fully verified, i.e. KYC is done and/or updated.

In case any of the above-mentioned conditions have not been met, the Company shall at its sole discretion take any necessary actions to ensure that (i) the identity of the Client is appropriately verified, (ii) the transfer is effected to the account that belongs to the Client, (iii) the Client has sufficient funds in his Client Account in order to maintain all Open Positions. All such necessary actions shall be processed in a reasonable time set out by the Company. The Company at its own discretion reserves the right to refuse and decline any withdrawal instructions for any other reason it deems appropriate. The Company further reserves the right to decline a withdrawal with a specific payment method and suggest another payment method where in such case the Client need to place a new withdrawal request.

18.13 All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Trading Account for these charges.

18.14 Clients Agree to pay Withdrawal fees according to the Appendix 1 of this Agreement and any additional charges incurred from credit institution on the Customer or the bank in relation to any Trading Account transfer. The company reserve the right to change / increase / decrease or cancel the withdrawal fee any additional charges incurred from financial institution on the Customer or the bank in relation to any Account transfer.

18.15 Withdrawal via credit card is only available for the initial deposit amount and the Company has the right to perform the withdrawal through Bank Transfer, in the event such withdrawal is performed through Bank Transfer the Company has the right to charge the client the applicable for fee for bank transfers.

18.16 Clients agree to pay any incurred bank transfer fees when withdrawing funds from his account to his designated bank account. Clients are fully responsible for the payments details that they have provided to the Company and the Company accepts no responsibility for the Clients' funds if the Clients' given details are incorrect. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.

18.17 Clients authorize the Company to make any deposits and withdrawals from the Bank Account on its behalf including, without prejudice to the generality of the above, withdrawals for the

settlement of all Transactions undertaken under this Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

19. Conflicts of interest

- 19.1 Under the Law, the Company is required to take all reasonable steps to detect and avoid conflicts of interest. The Company is committed to act honestly, fairly and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the Law when providing the Services.
- 19.2 In compliance with the Law and as amended from time to time the Company has established a Conflicts of Interest Policy appropriate to the size and organisation of the Company and the nature, scale and complexity of the Company's business.
- 19.3 When the Company deals with the Client, the Company, an associate or some other person connected with the Company may have an interest, relationship or arrangement that is material in relation to the Transaction concerned or that it conflicts with the Client's interest.
- 19.4 While it is not feasible to define precisely or create an exhaustive list of all relevant conflicts of interest that may arise, as per the current nature, scale and complexity of the Company's business, the Conflict of Interest Policy includes circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of one or more Clients, as a result of providing investment services.
- 19.5 Additionally, it provides a general overview of the procedures and controls that the Company follows to manage and mitigate the identified conflicts of interest.
- 19.6 The Client acknowledges and accepts that he has read, understood and accepted the "Conflicts of Interest Policy", which was provided during the registration process and is publicly available in the Legal Documentation section of the Company's Website as amended from time to time.

20. Fees, Commissions, Swaps Charges, Inducements and Other



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Costs

- 20.1 Clients are obliged to pay to the Company commissions, fees, charges and other costs as described in the Trading Platform and/or on the Company's Website (as the case may be).
- 20.2 The swap is the interest added or deducted for holding an open position overnight.
- 20.3 Depending on the position held and the interest rates of the financial instrument involved in a transaction the Client may either be credited or debited with financing; the operation is conducted at 23:59 (server time) and the resulting amount is automatically converted into Client's Balance Currency.
- 20.4 Each week, on Mondays, Tuesdays, Thursdays and Fridays swap is charged once for every business day and on Wednesdays swap is charge in triple size in order to account for the weekend. It should be noted that the Company charges its own interest; the rollover interest rates of the Company are based on the overnight rate provided by our liquidity providers; the Company updates such rate as often as it deems necessary.
- 20.5 The Company at its own discretion may change the level of 'swap rate' at any given time Details of daily financing fees applied are available on the Company's Trading Platform and the main website. Client acknowledges that he will be informed for this at the Website and/or on the Company's Trading Platform.
- 20.6 In the event that the Company suspect that the client has engaged in Trading Abuse, the former has the right to amend the swap rates of a specific Client and this right is without prejudice to the Company's rights of paragraph 29 and any other rights conferred to the Company by virtue of this Agreement. Furthermore, The Company reserves the right to disable and/or enable swap free trading for Client's trading account at any given time. This can occur at times where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility.
- 20.7 Costs: For opening a position in some types of Financial Instruments the Client may be required to pay commission, the amount of which is disclosed on the Company's Trading Platform and on the Legal Documentation of the main Website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts.
- 20.8 The Company reserves the right to introduce, amend and change the amount of fees, commissions, charges and other costs at any given time without prior consultation, consent from and/or notice to Clients on its own discretion. Such changes shall be effected on the Trading Platform and/or the Website and the Client is responsible to check for updates regularly. In the absence of a

Force Majeure event, the Company shall be providing the Client, natural and/or legal person, with advance notice on its Website and/or via email of at least 10 (ten) Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

20.9 The Company may deduct any sum, which is payable and due to it from the Client from any funds held in the Client's Bank Account on behalf of the Client.

20.10 Clients acknowledge they shall pay all stamp expenses relating to this Agreement and any documentation, which may be required for becoming Company's Clients or the carrying out of the transactions under this Agreement.

20.11 Clients acknowledge that the Company bears no responsibility in paying Clients' tax obligations in relation among others to income tax or any other tax imposed by their jurisdiction as a result of profits and/or trading in Financial Instruments.

20.12 The Company may deduct or withhold any type of tax from any payment made by or to the Client if there is an obligation to do so under applicable rules and regulations.

21. Inactive and Dormant Client Trading Accounts

21.1 Clients agree that when the Client Trading Account is inactive for seven (7) months or more (i.e. there is no trading, no open positions, no withdrawals or deposits), it will be charged a monthly maintenance fee of: i. during the first year of inactivity thirty (30) USD/EUR/GBP depending on the currency of the respective Client Trading Account; ii. starting from the second year of inactivity forty (40) USD/EUR/GBP depending on the currency of the respective Client Trading Account; iii. Starting from the third year of inactivity and onwards fifty (50) USD/EUR/GBP depending on the currency of the respective Client Trading Account.

21.2 The payment will commence at the first day of the eight (8th) inactive month and will continue as long as the client's trading account is inactive. The maintenance fee will be charged as "absence of activity". The aforesaid payment shall continue until the Trading Account is no longer deemed inactive, following new trade order for example or the account has a nil balance.

21.3 This fee is to offset the cost incurred in making the service available (i.e. maintenance and marketing costs), even though it may not be used.

21.4 As soon as a Client Trading Account is identified as Inactive, the Company shall notify the

Client on their last known email address informing them that the Trading Account will be charged because of inactivity.

21.5 Clients agree that If their Trading Account is inactive for five (5) years (sixty/60 months), the Company reserves the right to close the Client's Trading Account after having rendered it dormant. As soon as a Trading Account is identified as Dormant, the Company will notify the Client in its last known email address informing them that the Trading Account will be closed.

21.6 Money in the dormant account shall remain owed to the Client and the Company shall make and retain records and return such funds upon the Company discretion or upon request by the Client at any time thereafter, provided that the Client provides to the Company the necessary evidence and updated information and documentation as these may be requested by the Company.

21.7 If the Client contacts the Company within five (5) business days from the said notification requesting not to close their Trading Account, then: (i) If the Client has already submitted the required documents and completed the KYC process of the Company, then he/she shall be requested to resubmit his/her updated required documents and repeat the KYC Process in order to maintain the account active; (ii) If the Client has not yet submitted the required documents and he/she did not complete Customer Registration Process of the Company, then in order to maintain the account active, he/she shall be requested to submit his/her documents required and complete the KYC process in the next fifteen (15) business days. Client's account becomes dormant, the account balance is nil, and/or the Client cannot be contacted the Company reserves the right to close the Trading Account without notifying the Client.

21.8 If the Client's account becomes inactive/dormant, the account balance is nil, and/or the Client cannot be contacted, the Company reserves the right to close the Trading Account without notifying the Client.

22. Introducer

22.1 In cases where the Client is introduced to the Company through a third person such a business introducer or associate or affiliate ("Introducer") the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

22.2 In cases, where the Client is introduced to the Company by an Introducer, the Client acknowledges and agrees that certain information regarding his personal and/or trading data may and will be disclosed to the Introducer for the purpose of calculating the Introducer's commission. The Client understands that data, which are not considered personal, may be transmitted to the

Introducer.

23. Investor Compensation Fund

- 23.1 The Company is a member of the Investor Compensation Fund (ICF), under the provisions of the Law as amended from time to time.
- 23.2 The ICF covers Retail Clients (“Covered Clients”) of the Company. So, the Retail Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations and subject to certain restrictions as provided by relevant regulations. Professional Clients and Eligible Counterparties are not covered by the ICF. More information regarding the ICF are found in the “Investor Compensation Fund” document.
- 23.3 The maximum amount of compensation is twenty thousand Euros (€20,000) irrespective if the Client’s claim exceeds the said threshold.
- 23.4 Clients acknowledge and accept that they have read, understood and accepted the “Investor Compensation Fund” document which was provided during the registration process and is publicly available in the Legal Documentation Section on the Company’s Website as amended from time to time.

24. Client Complaints Handling

- 24.1 In case the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more terms of this Agreement, the Client has the right submit a complaint to the Company as per the provisions of the Company’s Complaints Handling Policy.
- 24.2 If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.
- 24.3 Clients acknowledge and accept that they have read and understood the Company’s Complaints Handling Policy, which takes part of this Agreement and it was provided during the registration process and is publicly available on the Company’s Legal Documentation Section on the Company’s Website as amended from time to time.

25. Client Categorization

- 25.1 We shall treat you as a Retail Client for the purposes of the CySEC Rules and the Applicable Regulations. By categorising its Clients as Retail Clients, the Company provides the highest possible level of protection compared to a Professional Client or Eligible Counterparties.
- 25.2 Clients who have been categorised as Retail Clients by the Company may request from the Company in writing to be treated either as Professional Clients or Eligible Counterparties (and hence may lose certain protection and investor compensation rights), either generally or in respect of a particular investment service or transaction, or type of transaction or product. The Company reserves the right and at its discretion, may decide not to take into consideration such treatment and consequently decline any requests for different classification. However, if you request a different categorization and the Company agrees to such categorization, you accept that the level of protection that is afforded by CySEC Regulations and other Applicable Regulations may differ.
- 25.3 The Company cannot enter into title transfer financial collateral arrangements with Retail Clients. Remuneration practices which could provide an incentive to the Company's staff to recommend a particular financial instrument to a Retail Client when the Company could offer a different financial instrument which would better meet that Client's needs are also prohibited. In the case of Professional Clients and Eligible Counterparties, the Company may agree to provide more limited information as provided by Applicable Regulations.
- 25.4 It is understood that we have the right to review the Client's Categorization and change your Categorization if this is deemed necessary (subject to Applicable Regulations). You accept that when categorizing you and dealing with you, the Company will rely on the accuracy, completeness and correctness of the information provided by you in your Account Opening Application Form including the Appropriateness and/or Suitability test. You have the responsibility to immediately notify us in writing if such information changes at any time thereafter.
- 25.5 Clients are responsible for keeping the Company informed if there is a change in their personal circumstances that could affect their categorisation as such.
- 25.6 Clients acknowledge and accept that they have read and accepted the Company's "Client Categorisation Policy" which was provided during the registration process and is publicly available on the Legal Documentation section in the Company's Website as amended from time to time.

26. Anti-money laundering provisions

- 26.1 The Company is obliged to conform to certain requirements set out by the European Union and to “The Prevention and Suppression of Money Laundering Activities Law of 2007 as subsequently amended, CySEC’s Directives and Circulars for the “Prevention of Money Laundering and Terrorist Financing” that require among other requirements for Investment Firms to verify the identity and place of residence of each Client.
- 26.2 The Company shall also request the Client to inform the Company how the invested funds were obtained / accumulated. This process may require proof of certain documentation.
- 26.3 It is Company’s policy not to transfer Client’s funds to third parties and the Company will not forward any money under any form to any third parties.
- 26.4 The Company has the rights not to carry out orders or instructions received from the Client, terminate the agreement or not accept a Client, in the event the latter has not supplied the Company with any information requested. The Company does not assume any kind of liability for any possible delays in connection with the client’s order or otherwise that has the potential to cause any type of economic loss to client, caused by the failure of the Client to provide the Company with any verification documents.

27. Confidentiality, Provision of Information, Personal Data Protection & Privacy Policy

- 27.1 Clients acknowledge and agree to promptly provide the Company with any information reasonably requested from time to time in order to enable the Company among others to comply with any Applicable Regulations and to provide the Services in accordance with this Agreement, and they shall notify the Company if there is any material change to such information.
- 27.2 It is the responsibility of Clients to provide the Company with accurate and up to date contact information and to notify the Company immediately for any changes.
- 27.3 Clients by entering into this Agreement, they consent to the collection, processing, maintaining, storage, use and disclosure of Clients personal data/information by the Company whether provided by the Clients or by another third party as well as consent to the Company to transmit without informing the Clients, any Clients personal data/information to any third parties or parties which may be required from time to time.
- 27.4 The Company will only use Clients information and personal data in accordance with

international data protection practices. In particular, the Company will collect, process, maintain, store, use and handle clients' personal information in accordance with the Processing of Personal Data (Protection of the Individual) Law of 138(1) 2001 as amended from time to time, its Privacy & Cookie Policy and this Agreement.

27.5 By entering this Agreement, the Client acknowledges and agrees that all communication including telephone conversations as well as internal communications between the Client and the Company are recorded and kept by the Company and such recordings and communication will be the sole property of the Company. Clients further accepts the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority as conclusive evidence. All instructions or requests received by telephone will be binding as if received in writing. A copy of such recordings and communications as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders will be available on request by the Client for a period of five (5) years and where requested by CySEC for a period of up to seven years.

27.6 Without limiting the foregoing, the Company, a regulated Cyprus Investment Firm, is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps for compliance with FATCA. The Client acknowledges and accepts that the Company, as a FFI for the purposes of FATCA is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA. The Client may contact the Company for additional information and/or clarifications prior to the signing of this Agreement.

27.7 The Company has in place Account Registration Procedure, which includes the Appropriateness and Suitability Test among others. These tests are constituted by a scoring system and are calculating the results by the Company's Back Office personnel. By entering to this Agreement, you understand and consent that those Tests are evaluated by the Company's Back Office Department and based on your answers, the Company may reject you as a Client and/or refuse trading on a specific financial instrument.

27.8 Clients acknowledge and accept that they have read and understood the Company's Privacy & Cookie Policy, which was provided during the registration process and is publicly available on the Company's Website as amended from time to time.

28. Event of Default

28.1 Each of the following constitutes an "Event of Default":



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- a) In the case the Client becomes deceased, declared absent or become of unsound mind;
- b) If an Order is made or a resolution is passed for the Client's winding-up or administration (other than for the purposes of amalgamation or reconstruction);
- c) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.;
- d) If the Company has reliable information that a material adverse change in the Client's financial condition has occurred or the Client may not perform his obligations under the Agreement or does not provide to the Company adequate assurance of his ability to perform his obligations within 24 hours after receipt of the relevant request from the Company;
- e) The Company receives notice of termination by a competent authority or body or court law;
- f) The Company has reasonable grounds to believe that the Client violates any provision of this Agreement or any other Agreement and it is in the Company's opinion that the Agreement cannot be implemented;
- g) If the Company has reasonable grounds to believe that any legal or regulatory environment (and/or any actual or proposed changes thereto) in the relevant territory will expose the Company or its liquidity provider to the risk of legal, regulatory or economic sanctions;
- h) Territories in which the Company and/or its liquidity provider detects high fraudulent activity;
- i) If any of the representations or warranties given by the Client are/or become untrue;
- j) Client does not have the authority to transact business with the Company or to do so in the manner in which the Client customarily conduct business with the Company;
- k) The failure of the Client to submit any identification documentation and/or any other information as required by the Company from time to time;
- l) The failure of the Client to perform any obligation due to the Company emanating from the Agreement or any other documents concluded with the Company;
- m) The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- n) In cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by the Company;
- o) If the Company suspects that the Client is engaged into money laundering activities, or terrorist financing, or card fraud, or other criminal activities;
- p) The Client is unable to pay the Client's debts when they fall due. If scalping or any other unauthorized and abusive trading activity/strategy is performed on the Company's Trading Platform, automated or manually including but not limited to, swap arbitrage, internal/external hedging, Pip- hunting, placing orders prior to the release of financial data, manipulations or a combination of faster/slower feeds, gain profit from the Company possible systems bugs and/or weaknesses and/or malfunction, and/or abuse of the Company's 'no negative balance' policy and abusive trading aimed towards riskless profit;
- q) The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or is at risk of involving the Company in any type of fraud or illegality or breach of Applicable Regulations;
- r) The Company has reasonable grounds to believe that false and/or misleading information was

provided by the Client or unsubstantiated declarations made herein.

- s) The account is dormant and the Client cannot be contacted;
- t) The Company has reasonable grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth and/or orderly operation of the Company's Trading Platform;
- u) The Company reasonably suspects that the Client opened the Trading Account fraudulently;
- v) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- w) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph of this Agreement;
- x) An action set out in the following paragraph is required by a competent regulatory authority or body or court;
- y) The Client applies artificial intelligence on his Client Account;
- z) The Client act in a rude or abusive manner to employees of the Company and/or continuous dissatisfaction of the company services;

28.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- a) Terminate this Agreement immediately without prior notice to the Client;
- b) Cancel any Open Positions;
- c) Convert any currency;
- d) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s);
- e) Reject or Decline or refuse to transmit any Order of the Client;
- f) Restrict the Client's trading activity;
- g) Apply any of Client's funds and the proceeds of any Transaction in satisfaction of the amount owing to the Company, including amounts due in respect of settlement, fees, commissions and interest;
- h) Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations the Client may have, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement;
- i) Reverse and/or cancel all previous transactions on the Client's account;
- j) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country;
- k) Cancel or reverse any profits gained through abusive trading of paragraph 33.1 or the application of artificial intelligence on the Client Trading Account;
- l) Combine any Trading Account opened in the name of the Client in order to consolidate account balances and set off those balances.

29. Term and Termination

29.1 This Customer Agreement shall be valid for an indefinite time period until its termination by virtue of the provisions of Paragraph 34 herein.



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29.2 This Agreement may be terminated by The Company (i) with immediate effect in its sole discretion that circumstances so warrant it; (ii) by the Company giving seven (5) business days written notice (where possible), or by the Client giving seven (5) business days written notice to the other party. During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company reserves the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so.

29.3 Clients Acknowledge that upon termination of this Agreement, the Company, without prior notice of the Client will cease the access to the Trading Platform.

29.4 Clients acknowledge that termination of this Agreement will not affect any obligation, liability, existing commitments or any contractual commitments, including any obligation incurred by either the Clients or the Company in respect to any Open positions and/or any deposit/withdrawals operations made.

29.5 Clients acknowledge and accept that in the Event of Default or on termination of this Agreement or in both all amounts payable by the Clients to the Company will become immediately payable and due including but not limited to:

- a) Any pending fees, charges, commissions and any other costs;
- b) Any expenses incurred as a result of terminating this Agreement;
- c) Any losses and damages occurred as a result of closing any Open positions or settlement of any outstanding obligations.
- d) The Company Reserves the right to deduct such sums as are appropriate with respect to all of the above Client liabilities or contingent liabilities from the Client's Account.

29.6 Upon termination of the Agreement if there is a balance in the Client's Trading Account(s) the Company will refund as soon as reasonably feasible such balance back to the Client via bank transfer or any other method agreed between the Parties and the Client will be supplied with an Account Statement. Client acknowledge that the Company reserves the right and where it deems appropriate and reasonable to withhold any such amount from the Client's balance with regards to current and/or future liabilities of the Client.

30. Representations, warranties and covenants

30.1 By accepting this Agreement, on a continuing basis, the Clients represent, warrants, covenants and guarantees to the Company, that:

- a. The Client is authorized and has the capacity to enter into this Agreement and any Transactions and to perform his obligations;



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- b. The Client is at least 18 years old and of sound mind, having no legal or other obstacle in his country of residence prohibiting him from entering into this Agreement;
- c. The Client is placing any and all Orders and entering into any Transactions with the Company as Principal, (i.e. acting on own behalf) and not as a representative or agent of any third party unless Client has produced to the Company's satisfaction, a document and/or power of attorney enabling the Client to act as representative of any third person and relevant identification documents for such third party;
- d. All information provided and disclosed by the Client during the registration procedure/ KYC, as well as in any other related matter, is true, complete, accurate and not misleading in all material aspects and the Client remains responsible to inform the Company immediately in writing of any material changes to the said information (i.e. changes of address, contact details etc.);
- e. The Client is under obligation to inform the Company immediately and in writing if at any given time any information provided to the Company becomes misleading or it affects his capacity and ability to trade and transact with the Company;
- f. The Client warrants to the Company that all and any documents delivered by or on behalf of the Client to the Company are the best of his knowledge true, valid and authentic;
- g. The Client by entering to this Agreement and any and all actions performed under this Agreement will not violate, breach, conflict with or constitute a default under the Law and/or any other law, the Applicable Regulations and/or any other regulation, rule, ordinance, contract applicable to the Client and/or to the jurisdiction which the Client is resident and/or any of the Client's funds or assets and/or any contract/agreement with any third parties;
- h. The Client agrees to be bound by this Agreement and/or enters and/or performs any transaction provided that he has a full understanding and is capable to understand all terms, conditions and risks thereof and is willing to accept those risks;
- i. The Client has taken an independent financial advice prior to applying for opening a trading account with the Company and/or prior to entering into any Transaction. Client has not relied on any information and/or recommendation provided by the Company in entering into any Transaction with the Company and Client acknowledges that any information and/or recommendation provided by the Company does not constitute and amount to investment advice but is merely a tool for the Client to make his own investment decisions;
- j. Any monies delivered to the Company shall belong exclusively to the Client and shall be free of any lien, charge, pledge and any other encumbrance. Client's funds and assets are not in any direct or indirect way the proceeds of any illegal activity including money laundering or used or intended to be used for money laundering and/or terrorist financing;
- k. The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event the client has not disclosed this already in the Account Opening Application Form, will inform the Company as soon as possible and he/she will notify the Company immediately or as soon as possible if at any stage during the of this agreement he becomes a Politically Exposed Person
- l. The Client acknowledges that the Company shall not be obliged to inform the Client for any developments or changes on existing laws, directives, regulations, information and policies from any competent authority and/or regulator;

- m. The Client to the best of his knowledge is not aware of and is not subject to or is not likely to be subject to any restriction, condition or restraint by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
- n. The Client warrants that he/she has regular access to the Internet, and to the e-mail address and postal address or mailbox he/she has provided, and it is hereby expressly agreed that it is appropriate for the Company to communicate information, relevant to this Agreement and the provision of the Investment Services, to the Client by electronic means, including through the Company's Website, even though such information may not be addressed personally to the Client;
- o. No Event of Default has occurred, is likely to be occur or is continuing;
- p. The Client unreservedly states, affirms, warrants and guarantees that any loss or damage or penalties or legal costs or otherwise suffered by the Company due to violation of these declarations and warranties resulted by false and/or misleading information provided by the Client or unsubstantiated declarations made herein, are subject to full indemnification by the Client towards the Company.
- q. The client is not from Azerbaijan, Moldova, New Zealand, Hong Kong, Singapore, Macau, Belgium, Sudan, USA, Syria, North Korea, Israel, Canada, Myanmar and Australia.

31. Company Liability & Indemnity

31.1 Neither the Company, its directors, officers, employees, agents or representatives to the extent permitted by the applicable laws and regulations shall not be liable for any consequential, indirect, incidental or special cost or loss (including loss of profits and trading losses) suffered or incurred by the Client as a result of the Client's use of the Company's services as per this Agreement unless the loss, liability or cost is caused by Company's gross negligence, willful default or fraud committed.

31.2 In the event the Company provides the Information as specified in paragraph 7 of this Client Agreement, the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given.

31.3 The Company will not be held liable for any loss or damage or expense or loss incurred in relation to, or directly or indirectly arising from but not limited to certain situation/circumstances specified in this Agreement.

31.4 If the Company, its directors, officers, employees, Affiliates, or agents incur any claims,



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damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the Company, its directors, officers, employees, Affiliates, or agents bear no responsibility whatsoever, it is your responsibility to indemnify the Company for such.

31.5 The Company shall in no circumstances be liable to you for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses you may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

31.6 The Company to the extent permitted by the applicable laws and regulations will not be liable for any loss or damages that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of the Company's Electronic Systems and which is beyond the Company's reasonable control.

31.7 The Company and to the extent permitted by the applicable laws and regulations will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by the Client as a result of instructions given or any other communications being made, via the internet.

31.8 The Company and to the extent permitted by the applicable laws and regulations will not be responsible for the orders and the accuracy of all information sent by the Client via the internet using access codes provided by the Company to the Client.

31.9 Nothing in this Agreement shall be taken to restrict or exclude any duty or liability which the Company may owe to its Clients under the Applicable law, rules and regulations.

31.10 The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

- a) Any error or failure or interruption or disconnection in the operation of the Trading Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects;
- b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
- c) The acts, omissions or negligence of any third party;
- d) Any person obtaining the Client's Access Data/Access Codes that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of the Client's Access Data/Access Codes;
- e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data/Access Codes when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- f) Any of the risks of the Risks Disclosure and Warnings Notice;

- g) Currency risk;
- h) Any changes in the rates of tax;
- i) The occurrence of Slippage;
- j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- k) Under abnormal Market Conditions;
- l) Any actions or representations of the Introducer;
- m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative;
- n) For the Client's or the Client's Authorised Representative's trading decisions;
- o) All Orders given through and under the Client's Access Data/Access Codes;
- p) The contents, correctness, accuracy and completeness of any communication spread by the use of the Electronic Trading System;
- q) As a result of the Client engaging in Social Trading;
- r) The solvency, acts or omissions of any third party referred to in this paragraph and paragraph 17.7.
- s) A situation of paragraph 25.2 arises.

31.11 31.10 The Client will indemnify the Company, its directors, officers, employees, agents or representatives against any loss, liability, cost, claim, action, demand or expense incurred or made against us in connection with the proper performance of the Client's obligations under this Agreement except where that loss, liability, cost, claim, action, demand or expense arises from the Company's negligence, fraud or willful default or that of the Company's employees;

31.12 31.11 The Company's failure to redress violations, or to insist upon strict performance, of any condition or provision of this Agreement or any failure to exercise any right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

31.13 31.12 Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

31.14 31.13 The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Electronic Systems.

32. Force Majeure



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32.1 Except as expressly provided in this Agreement, the Company shall not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay beyond the Company's reasonable control in performing its obligations and duties under this Agreement where such failure, interruption or delay is due but not limited to:

- a. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- b. any breakdown, or interruption of power supply, or failure of transmission or communication or computer facilities;
- c. hacker attacks or other illegal actions against Company's Electronic Trading Platform or the equipment of the Company;
- d. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis that in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
- e. postal or other strikes or similar industrial action or disputes;
- f. Labor disputes and lock-out which affect the operations of the Company;
- g. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- h. the suspension, liquidation or closure of any market, or the fixing of minimum or maximum prices for trading or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- i. the failure of any relevant exchange, liquidity provider, execution venue, clearing house and/or broker for any reason to perform its obligations.

32.2 In case such an event occurs, and the Company decides in its reasonable opinion that Force Majeure exists (without prejudice to any other rights under the Agreement), the Company may, without any prior notice to the Client, at any time and without any limitations, take any of the following actions:

- a) increase margin requirements without notice;
- b) Amend the Stop Out Level.
- c) Increase Spreads;
- d) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;
- e) decrease leverage;
- f) Cancel any Client Orders;

- g) Refuse to accept Orders from Clients;
- h) Inactivate the Client Trading Account;
- i) close out any or all Client's Open Positions at such prices as the Company considers in good faith to be appropriate;
- j) suspend or freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impracticable for the Company to comply with them;
- k) suspend the provision of any or all services of this Agreement;
- l) take or omit to take any other actions as the Company deems reasonable with regards to the position of the Company, the Client and all the other Company's Clients.

33. Communication Between the Client and the Company

33.1 Unless the contrary is specifically provided in this agreement, any notice, requests, or other communication to be given to the Company by the Client shall be sent to the Company's mailing address at 56, Griva Digeni, Anna Tower, 1st Floor, 3063 Limassol, Cyprus Cyprus, Fax: +357 25251813 and e-mail at info@@kdna-investment.com (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company's mailing address.

33.2 In order to communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.

33.3 The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

33.4 Without prejudice to paragraph 37, if.9, any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports etc.) are deemed received, IF:

- a) sent by email, within one hour after emailing it and provided the email has left from the sender's outlook.
- b) sent by the Platform's internal mail, immediately after sending it.
- c) sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.
- d) sent by telephone, once the telephone conversation has been finished.

- e) sent by post, seven calendar days after posting it.
- f) sent via commercial courier service, at the date of signing of the document on receipt of such notice.
- g) sent by airmail, eight business days after the date of their dispatch.
- h) posted on the Company Webpage, within one hour after it has been posted.

33.5 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Trading Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

33.6 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

33.7 The Client shall be able to call and/or contact the Company within its normal working hours, between 09:00 a.m and 18:00 p.m. at Cyprus Local Time on business days (from Monday till Friday). The Company may contact the Client outside its normal working hours.

33.8 Any Written Notices sent to the Company shall have to be received within the working hours of the Company, between 09:00 a.m and 18:00 p.m. at Cyprus Local Time on business days (from Monday till Friday). Notwithstanding paragraph 37.5, any Notices received outside the normal working hours shall be treated as being received the following Business Day.

34. Governing Law and Jurisdiction

34.1 Without prejudice to the provisions found below Section 30 of this agreement entitled "Complaints and Disputes" and any other relevant provision this Agreement including any other agreement as well as all transactions performed in relation to this Agreement or any other agreement, shall be governed by the Laws of the Republic of Cyprus, without regard to the conflicts of Laws provisions therein.

34.2 The Client irrevocably agrees that with respect to any proceedings between the Client and the Company, the competent courts of the Republic of Cyprus shall have exclusive jurisdiction to determine any such proceedings.

34.3 All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities, which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures, which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.



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34.4 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

34.5 The Client accepts the terms and conditions of this Agreement. In particular, the Client:

- a) agrees that he has read and understood "Order Execution Policy";
- b) consents to his orders being executed outside a Regulated Market or MTF; and
- c) confirms that he has read the "Risk Disclosure and Warning Notice" document.

35. Amendments

35.1 The Company, without notice, may upgrade the Client Trading Account, convert Client Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.

35.2 The Company may amend also any terms this Agreement under the following circumstances:

- a. Where the company reasonably considers the improvement of any service or facility the Company offers to the Client; or the introduction of a new service or facility; or the replacement of an existing service or facility with a new one; or the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used;
- b. To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in: the banking, investment or financial system; or technology; or the systems or Trading Platform used by the Company to run its business or offer the Services hereunder;
- c. Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations;
- d. As a result of a request of CySEC or of any other authority or as a result of change or expected change in Applicable Regulations;
- e. Where the Company reasonably considers that: the change would make the terms of the Agreement easier to understand; or the change would not be to the disadvantage of the Client.

35.3 The Company may change any of the terms of the Agreement for any serious reason not listed under paragraph 31.2, where the Client is a natural person, he/she shall have the right to terminate the Agreement without extra cost.

35.4 Where the Client is a natural person, for any change made under paragraphs 31.2 and 31.3, the Company shall provide the Client with advance notice of at least 10 (ten) Business Days. However, the Client acknowledges that a change, which is made to reflect a change of Applicable Regulations, may, if necessary, take effect immediately.

- 35.5 Where the Client is a natural person, for any change made under (c), (d) and (e) of paragraph 31.2, the notice of the Company shall be a Written Notice post on the Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.
- 35.6 When the Company provides Written Notice to Clients, who are natural persons, of changes under paragraphs 31.2 and 31.3 it shall provide the Client with the date the aforesaid change/s comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that he/she wishes to terminate the Agreement and does not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.
- 35.7 Where the Client is a legal entity the Company shall have the right to amend any terms of the Agreement for any reason by providing at least ten (10) business days' notice to such Client. Notice shall not have to be personal but may be posted on the Website.
- 35.8 Unless differently provided for elsewhere in this Agreement, the Company shall have the right to review its costs, fees, charges and commissions), from time to time in its own discretion. Such changes shall be effected on the Trading Platform and/or the Website and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be providing the Client, natural and/or legal person, with advance notice on its Website of at least 10 (ten) Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.
- 35.9 The Company has the right to change the swaps on the Trading Platform without prior notice and the Client is responsible to check for updates regularly.
- 35.10 The Company shall have the right to review the Client's Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect by providing the Client with advance notice of at least five (5) Business Days. Notwithstanding paragraph 31.1, changing the Client's Categorization may also mean changing the type of Client Trading Account of the Client. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.

Appendix 1 – Withdrawal Fees

The Company reserves the right to charge 35 (thirty-five) EUR/USD/GBP withdrawal fees on all methods of payments depending on the currency of the respective trading account.



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