FP MARKETS LIMITED

# Client Agreement

**Last Update: October 2026**

The majority of retail investor accounts lose money when trading CFDs.
You should consider whether you can afford to take the high risk of losing your money.

fpmarkets

# Client Agreement

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This Client Agreement (the “Agreement”) is entered by and between FP Markets Ltd, a regulated entity of Kenya (the “Company”, or “we” or “us”) 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 (“Client” or “you” or “your”) on the other part. Together the Company and the Client may be referred to as the “Parties.”

Tominus Ltd, is an entity registered under the laws of the Republic of Cyprus, with registration number HE 480296, having its registered address at Archiepiskopou Makariou III, 228, Agios Pavlos Court, Block A, 1st floor, flat/office 113, 3030, Limassol, Cyprus.

All legal entities and natural persons acknowledge and understand that the Company is not obliged and/or required under any applicable law or regulation to accept a legal entity or natural person as its Client. The Company reserves the right to decline and/or refuse to accept any legal entity or natural person as its Client. Furthermore, the Company is under no obligation to provide any reason for not accepting a legal entity or natural person as its Client.

This Agreement, together with any Appendix/Appendices and the following documents; “Best Interest and Order Execution Policy”, “Conflicts of Interest Policy”, (together the “Agreement”), as amended from time to time, shall set out the terms upon which the Company will offer Services to the Client and shall govern the relationship between the Parties.

The Client should read all the above-mentioned documents which form the Agreement and any other letters or notices sent by the Company carefully, as well as the various documents found on the Website, and ensure that they understand and agree with said documents before accepting the Agreement.

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 does not bind the Company or have any legal effect whatsoever. The Company has no responsibility or liability regarding the correctness of the translated information and the Client should refer to the English version and the Website for information on the Company and its policies.

The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s). You accept the terms and conditions in the Agreement when you complete and submit the Account Opening Application Form.

When we refer to "you" and "your", we mean the Client of the Company who is a 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 no obligations towards you.

For any questions or notices, you may contact the Company at:

Phone number: +254711082188

Email: supportke@fpmarkets.com

By accepting the 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.

If you are a consumer (and not a corporate Client) and we do not meet face to face to conclude this Agreement, but instead our communication is done through a website, over the telephone, or by written correspondence (including e-mail), we shall provide the documents that form the Agreement at the end of the Account Opening Application Form, and publish them on our website.

## 1. Definitions

1.1. In this Agreement:

"Abusive Trading" includes but is not limited to the following actions; pip-hunting, scalping, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, use of any robots, spiders or other automated data entry system with the Trading Platform (unless the Client receives express written consent by the Company prior to activating the robot), violation of the Client's obligations under paragraph 2 of Appendix A.

"Account Credentials" shall mean a unique username and password used by you to access and use the Trading Platform.

"Affiliate" shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity. "Agreement" shall mean this "Client Agreement" with any Appendix/Appendices and the following documents found on the Company's Website; "Best Interest and Order Execution Policy", "Conflicts of Interest Policy", as amended from time to time and any subsequent Appendices added thereto.

"Authorised Person" shall mean you or any of your officers, partners, principals or employees.

"Applicable Regulations" shall mean (a) Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of the relevant jurisdiction.

"Base Currency" shall mean in an FX Contract the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"Business Day" shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January, or any other international holiday which may be announced on the Company's Website.

"Buy" shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset, and may also in our dealings with you in FX and CFDs, be referred to as a "long" or "Long Position".

"Contract for Difference or CFD" shall mean the Financial Instrument which is a contract between the parties (described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller.

"Currency Pair" shall mean the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

"Difference" shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

"Event of Default" shall have the meaning given in paragraph 25.1 of this Agreement.

"Expert Advisor" shall mean 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 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.

"Expiry Date" shall mean the date set specified on the Trading Platform with respect to certain Underlying Assets upon which any open Transaction for such Underlying Asset shall expire automatically.

"Financial Data" shall mean any financial and market data, price quotes, news, analyst opinions, research reports, signals, graphs or any other data or information whatsoever available through the Trading Platform. "Financial Institution" shall mean banks, financial institutions, brokers or other trading organisations.

"Financial Instrument" shall mean the Financial Instruments under the Company's license which can be found in the document "Company Information" on the Website. It is understood that the Company does not necessarily offer all the Financial Instruments which appear on its license but only those marketed on its Website from time to time.

"Force Majeure Event" shall have the meaning as set out in paragraph 16.1 of this Agreement.

"FX Contract" or "FX" shall mean the type of CFD where the Underlying Asset is a Currency Pair. Hence, any mention of CFDs in this Agreement also covers FX Contracts. So, although FX Contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and/or on the Company Website and various Company policies.

"FATCA" shall mean the United States "Foreign Account Tax Compliance Act".

"Group" shall refer to the group of companies that form FP Markets Group. These companies include; FP Markets Ltd, a registered company of Saint Lucia, with registered number 2025-00853, First Prudential Markets Limited, Seychelles FSA regulated entity Licence Number SD130, First Prudential Markets Pty Ltd,an ASIC regulated provider of CFD trading services (ABN 16 112 600 291, AFS License No.286354), and First Prudential Markets Ltd, licensed and regulated by CySEC (CIF License Number 371/18) and FP Markets Limited is a company licensed and regulated by the Capital Markets Authority in Kenya as a Non-dealing Online Foreign Exchange Broker under license number 193.

"Initial Margin" shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

"Intellectual Property Rights" shall mean patents, trademarks, service marks, trade names, logos, software code, icons, characters, layouts, trade names, trade secrets, buttons, colour scheme, internet domain names, rights in designs, copyright (including rights in computer software), database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

"Introducer" shall have the meaning as set out in paragraph 37.1 of this Agreement.

"Investment Services" shall mean the Investment Services under the Company's license which can be found on the Company's Website.

"Long Position" for FX and CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Limit Order" shall have the meaning as set out in paragraph 2.3 of Appendix A.

"Maintenance Margin" shall mean the minimum amount of money required in your Trading Account as specified on the Trading Platform in order to keep a Transaction open on the Trading Platform.

"Manifest Error" shall mean any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

"Margin" shall mean the Initial Margin and the Maintenance Margin collectively.

“Margin Call” shall mean a demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, from time to time at our sole and absolute discretion, including without limitation a call under paragraph 17 of this Agreement.

“Market Order” shall mean Orders which are executed at the best available market price.

“Normal Market Size” shall mean the maximum number of Underlying Assets that we believe, in our sole discretion, an Underlying Market trading in such an Underlying Assets can comfortably handle, having regard, if appropriate, to the normal market size set by such an Underlying Market or any other equivalent or analogous level set by the Underlying Market on which the Underlying Assets is traded.

“Open Position” shall mean any open contract which has not been closed. “Order” shall mean an instruction from the Client to trade in FX and CFDs. For FX and CFD it means a Stop Loss or Take Profit order.

“Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

“Quote Currency” shall mean in an FX Contract the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“Parties” shall mean the parties to this Agreement – the Company and the Client.

“Personal Area” a section on the Company’s website dedicated to each Client containing information addressed to the specific Client and through which the Company and the Client may interact.

“Pip” shall mean in a CFD Transaction with Underlying Assets quoted in four decimal points the one hundreds of one percentage points. In a CFD Transactions with Underlying Assets quoted in two decimal points, Pip shall mean the one percentage point.

“Position” shall mean your position in relation to any FX and CFD currently open on your Trading Account. “Registration Data” shall mean certain personal and financial information that you are required to provide in order to complete the Account Opening Application Form and become our Client, such information can include without limitation a copy of your passport, driving license and/or Photo identity card.

“Scalping” shall mean the situation where the Client opens too many positions in CFDs at the same time and closes them for less than five minutes or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

“Sell” shall mean an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset, and may also in our dealings with you, be referred to as a "short" or "short position".

“Services” shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 7.1 of this Agreement.

“Slippage” shall mean the difference between the expected price of a Transaction in a CFD 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 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.

“Software” shall mean the software provided by us which you will need to download in order to use the Trading Platform.

"Spread" for FX and CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a FX and CFD at that same moment.

"Stop Loss" shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

"Swap or Rollover" for FX and CFD trading shall mean the interest added or deducted for holding a position open overnight.

"Take Profit" shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

"Trading Account" shall mean the exclusive personalised account of the Client consisting of all the Open Positions and Orders of the Client, the balance of the Client money and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found in the Website

"Trading Platform" shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in FX and CFDs via the Trading Account.

"Trailing Stop" in FX and CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a Long Position. The trailing stop price 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 does not change, and a market order is submitted when the stop price is hit.

"Third Party License" shall mean licenses from third parties governing third party software embedded or used in the Trading Platform.

"Trading Hours" shall mean the hours of trading as set forth on the Trading Platform for a particular Underlying Asset.

"Transaction" shall mean either the opening or closing of an offer to either buy or sell FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

"Underlying Asset" shall mean the object or underlying asset in a CFD which may be Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices and Futures. It is understood that the list is subject to change and Clients must refer each time on the Trading Platform.

"Underlying Market" shall mean the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organisations, multilateral trading facilities or alternative trading systems.

"Website" shall mean the Company's website at https://www.fpmarkets.com/int/ or such other website as the Company may maintain from time to time.

"Written Notice" shall have the meaning set out in paragraph 32.5 of this Agreement.

1.2. 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.

1.3. Paragraph headings are for ease of reference only.

1.4. 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.

## 2. License and Use of the Trading Platform

2.1. The Trading Platform is not intended for distribution to, or use by, any person:

- Who is under the age of 18 years old and/or not of legal competence or of sound mind;
- Who resides in any country where such distribution or use would be contrary to local law or regulation? The Trading Platform and any other service provided by us is not available to persons residing in any country where FX and CFD trading activity or such services would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- Who is a citizen or resident of certain jurisdictions including but not limited to the United States of America, Australia, Japan, Democratic People's Republic of Korea (North Korea), the Islamic Republic of Iran, Republic of Iraq and Belgium, as the company does not accept Clients from these countries; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

2.2. Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform and/or close the Trading Account and terminate the Agreement to anyone in our sole and absolute discretion.

2.3. You acknowledge that we may provide the Trading Platform to other parties, and agree that nothing herein will be deemed or construed to prevent us from providing such services.

2.4. Subject to the terms and conditions of this Agreement, we hereby grant you, a personal limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to install and/or use the Trading Platform in object code only, solely for your personal use and benefit in accordance with the terms of this Agreement.

2.5. If any third-party software is included within or embedded in the Trading Platform, then such embedded third-party software shall be provided subject to the terms of this Agreement which apply to the Trading Platform. You shall fully comply with the terms of any Third-Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses, and will have no liability.

2.6. We reserve any and all rights to the Trading Platform not expressly granted to you by this Agreement. The Trading Platform is given to you solely for facilitating trading with the Company and under no circumstances is sold to you. The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know-how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Other than provided above in this paragraph, no other license, right, or interest in any goodwill, trademark, copyright, logo, know-how, patent, service mark or other Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

2.7. You shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of this Agreement and at your own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to your actions or omissions;
- implement and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

2.8. Please inform us in writing if you encounter any problems with the Trading Platform, or have any suggestions for modifications, design changes and improvements. We shall have the right, but not the obligation, to make modifications to the Trading Platform based upon your suggestions. Any modifications, design changes and improvements made to the Trading Platform based on your feedback shall be the undisputed sole property of the Company.

2.9. We will deliver the Trading Platform with reasonable skill and care.

2.10. From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any part of the Trading Platform without liability under this Agreement and if we do so we shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable.

2.11. We have the right to shut down the Trading Platform at any time for maintenance purposes without prior notice to the Client, but this will be done only on weekends. In these cases, the Trading Platform will be inaccessible.

2.12. We make no express or implied representation or warranty:

- that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);
- as to the operation, quality or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and
- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the Trading Platform.

2.13. You:

- may only use the Trading Platform for so long as you are authorised to do so;
- may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this Agreement; and are responsible for the use of the Trading Platform (including the Account Credentials) by you.

2.14. You agree not to:

(a) use the Trading Platform for illegal or inappropriate purposes;

(b) (nor attempt to) interfere with or disrupt the proper operation of our software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;

(c) attempt to gain unauthorised access to our computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which you do not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform;

(d) take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;

(e) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;

(f) carry out any commercial business on the Trading Platform;

(g) knowingly or negligently upload or download files that contain software or other material protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents;

(h) falsify the origin or source of any content or other material;

(i) use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform;

(j) intercept, monitor, damage or modify any communication which is not intended for him;

(k) use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;

(l) send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;

(m) do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction or stop their operation;

(n) do any action that could potentially allow the irregular or unauthorised access or use of the Platform; or;

(o) unlawfully log into the Trading Platform and execute an order to buy or sell a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons

2.15. You shall not be entitled to download, save or copy the Trading Platform.

2.16. Should we reasonably suspect that you have violated the terms of paragraphs 2.15 - 2.13 hereunder, we are entitled to take one or more of the counter measures Events of Default of paragraph 25.2 hereunder.

## 3. Account Credentials and Security

3.1. In the event that we accept you as our Client we shall open a Trading Account in your name which will allow you to place Orders on our Trading Platform. It is agreed and understood that the Company offers different types of Trading Accounts, which have different margin Requirements and characteristics.

3.2. In order to access the Trading Account, you will be asked to enter your Account Credentials issued by us to you which are confidential and shall be used solely by you.

3.3. You:

(a) are responsible for ensuring that your Account Credentials remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your authorised representative and making sure that a third party is not provided access to your computer for example via using team viewer to turn on control on your computer;

(b) must notify us immediately if you become aware that your Account Credentials have in any way become compromised or if any third party may be able to access the Trading Platform; and

(c) You agree we do not have to establish the authority of anyone quoting your Trading Account number or Account Credentials. The use of your Account Credentials by any third party is expressly prohibited.

3.4. If we believe that there is likely to be a breach of security, we may require you to change your Account Credentials or suspend your access to the Trading Platform. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time by giving notice to you.

3.5. You are responsible for ensuring that you alone control access to your Account Credentials, and that no minor or other person is granted access to the Trading Platform using your Account Credentials. You acknowledge that you are ultimately and solely responsible for all actions on the Trading Platform through your Registration Data including any unauthorised disclosure of your Account Credentials.

3.6. You undertake to notify us immediately first orally and then in writing if you become aware of any loss, theft or use by any other person or entity other than you, of any of your Registration Data, including your Account Credentials. We will then take steps to prevent any further use of such Account Credentials and will issue replacement Account Credentials. You will be unable to place any Orders until you receive your replacement Account Credentials.

3.7. If we are informed from a reliable source that your Account Credentials may have been received by unauthorised third parties, we may, at our discretion without having an obligation to you, deactivate the Trading Account.

3.8. You acknowledge that we bear no responsibility if unauthorised third persons gain access to information, including electronic addresses, electronic communication, personal data and Account Credentials 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.

3.9. You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorised use of the Trading Platform through your Account Credentials.

## 4. Intellectual Property

4.1. You acknowledge that all Intellectual Property Rights in the Trading Platform are owned by us or our licensors.

4.2. You will not:

(a) copy, record, edit, alter or translate any of the Trading Platform, or any part of the Trading Platform. This shall include, without limitation not removing, editing or otherwise interfering with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the Trading Platform;

(b) reverse engineer, disassemble or otherwise attempt to derive source code for the Trading Platform in whole or in part except to the extent expressly permitted by law; and

(c) in any manner damage or impair any of our Intellectual Property Rights, and shall use your best efforts to protect our Intellectual Property Rights from infringement by third parties.

4.3. The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Trading Platform, are and shall remain owned solely by us or our licensors. Except for the license granted in paragraph 2.4 of this Agreement, no other license, right, or interest in any goodwill or Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

4.4. Unless expressly permitted in this Agreement, you shall not:

(a) assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights thereto under the Agreement;

(b) separate any component part of the Trading Platform, or separately use any component part thereof on any equipment, machinery, hardware or system whatsoever;

(c) decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform or any parts thereof;

(d) remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform;

(e) develop methods to enable unauthorised parties to use the Trading Platform;

(f) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Trading Platform by any means whatsoever;

(g) provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Trading Platform for the benefit of third parties;

(h) work around any technical limitations in the Trading Platform, or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform;

(i) use similar processes and functions to develop competing features or functions with the Trading Platform;

(j) use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation;

(k) permit or encourage any third party to do any of the foregoing.

## 5. Application and Registration Data

5.1. In order to use the Trading Platform and our Services, you must register with us by providing personal details, including identity documents, as Registration Data. After you fill in and submit the Account Opening Application Form together with all the required identification documentation and Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our Client until all documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept Clients residing in certain countries.

5.2. You agree and undertake to:

- Notify us of any changes to your personal and financial information and/or in your financial condition by emailing back office;
- Provide true, accurate, current and complete Registration Data as prompted by the registration process;
- Maintain and promptly update the Registration Data to keep it accurate, current and complete by emailing any changes to our support team; and
- Ensure that you log out from your Trading Account at the end of each session on the Website;
- We may carry out credit and other checks from time to time as we deem appropriate. Your Registration Data or other information may be used in the prevention of money laundering as well as for the management of your account. You authorise us to use your Registration Data and other information to perform the above checks in relation to your application process;
- In the event we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

5.3. Once logged onto the Trading Platform using your Account Credentials, you authorise us to rely upon any information or instructions set forth in any data transmission using your Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, we have no responsibility for transmissions that are inaccurate or not received by us, and we may execute any Transaction on the terms actually received by us.

5.4. In the case where the Client is a legal person it is obliged to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal entity identifier.

## 6. Client Classification

6.1. We shall treat you as a Retail Client for the purposes of the Rules and the Applicable Regulations. You have the right to request a different method of categorisation. However, if you request a different categorisation and the Company agrees to such categorisation, you accept that the level of protection that is afforded by your relevant Regulations and other Applicable Regulations may differ. 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.

6.2. It is understood that we have the right to review the Client's Categorisation and change your Categorisation if this is deemed necessary (subject to Applicable Regulations). You accept that when categorising 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 and the Financial Suitability Questionnaire. You have the responsibility to immediately notify us in writing if such information changes at any time thereafter.

## 7. Services

7.1. If you are accepted as our Client, we shall be providing the following investment and ancillary services, subject to your obligations under the Agreement being fulfilled:

(a) Reception and transition of Orders of the Client in Financial Instruments.

(b) Execution of Orders in Financial Instruments.

(c) Provide Safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.

(d) Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph 7.1 points (a) and (b) of this Agreement.

7.2. It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

7.3. It is understood that not all of the Services under paragraph 7.1 of this Agreement may be applicable for each Client.

## 8. Advice and Commentary

8.1. 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 Underlying Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction.

The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

8.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction/if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

8.3. 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, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

(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 for 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;

(e) the Client accepts that prior to dispatch, the Company may have acted upon it itself to make 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.

8.4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

## 9. Confidentiality

9.1. The Company may collect Client information directly from the Client (in his completed Account Opening Application Form or from his use of the Website otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

9.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for administration of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential. The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate without notice to the Client. Should you require any further information and/or have any questions about conflicts of interest please direct your request and/or questions to our support team.

9.3. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

(a) Where required by law or a court order by a competent Court;

(b) Where requested by a regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;

(c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

(d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;

(e) To credit reference and fraud prevention agencies, third party authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

(f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

(g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

(h) To a Trade Repository or similar under [*];

(i) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

(j) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided;

(k) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Financial Ombudsman or governmental authority;

(l) At the Client's request or with the Client's consent;

(m) To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 38.2 of this Agreement.

(n) The Client accepts and acknowledges that the Company, as a Foreign Financial Institution (FFI), is required to disclose personal information in relation to any US reportable person as per Foreign Account Tax Compliance Act (FATCA) reporting regulations. The Company has undertaken all reasonable steps in relation to maintaining compliance with FATCA and may ask from time to time for additional information from US reportable persons so that it can maintain appropriate records.

(o) The Client accepts and acknowledges that the Company is required to disclose personal information in relation to any other reportable person as per the Common Reporting Standards (CRS) reporting regulations. The Company has undertaken all reasonable steps in relation to maintaining compliance with CRS and may ask from time to time for additional information from reportable persons so that it can maintain appropriate records.

9.4. You consent to us processing all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy found on our Website.

9.5. You recognise that you may receive commentary, analysis, market updates and/or confidential or proprietary information. All information belonging to or relating to us including without limitation; information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by you as a result of entering into or performing the Agreement, which is designated as confidential by us or is otherwise clearly confidential in nature constitutes "confidential information".

9.6. You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Agreement and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.

9.7. You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

9.8. You acknowledge that we shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this paragraph 9, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by you, but shall be in addition to all other remedies available to us at law, in equity, or otherwise.

## 10. Personal Data

10.1. If you are a natural person, the Company will use, store, process and handle your personal information in accordance with our Privacy Policy, and the Company is obliged to supply you, on request, with a copy of personal data which it holds about you (if any), provided that you pay an administrative fee.

10.2. By submitting an Account Opening Application Form and subsequently entering into the Agreement with us, you are consenting to the transmittal of your personal data outside the relevant jurisdiction, according to the reasons specified in paragraph 9.3 of this Agreement.

10.3. You have the right to be informed of the personal data we hold about you. An administrative fee may apply.

## 11. Administration and Marketing

11.1. You accept that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, email, or post.

## 12. Telephone Calls, Faxed Documents and Records

12.1. Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.

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

12.3. Our records will be evidence of your dealings with us in connection with the Trading Platform. You will not rely on us to comply with your record keeping obligations, although records may be made available to you on request in our absolute discretion. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer.

12.4. Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement or a Transaction.

12.5. Telephone conversations and communications between the Client and the Company, as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders are recorded and kept by the Company and such recordings and communication will be the sole property of the Company. The Client accepts such recordings or communication as conclusive evidence of the Orders or conversations so recorded. 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.

12.6. The Company has automated solutions in respect to the Account opening procedure, specifically during the Appropriateness Test. The systems are constituted by a scoring system and are calculating the results automatically. By entering into this Agreement, you understand and consent that those Tests are automated and based on your answers, the Company may reject you as a Client and/or refuse trading on a specific financial instrument.

## 13. Trade Confirmations and Reporting

13.1. 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 Rules and Applicable Regulations in regard to client reporting requirements.

13.2. The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of his Order.

13.3. 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]

13.4. Furthermore, the Company shall supply the Client, on request, with information about the status of his Order.

13.5. 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.

13.6. 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 as and no later than the close of the following Business Day.

13.7. 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.

## 14. General Rules of Trading

14.1. Without prejudice to any other provisions herein and in particular paragraph 14.13 of this Agreement, once the Client places an Order on the Trading Platform, the Company arranges for the execution of the said Order with the Execution Venue according to the Summary of Best Interest and Order Execution Policy, found on the Company's Website. It is understood that the Company executes the Client Orders in CFDs as an agent, i.e., the Company executes Client's orders in third party Execution Venue(s).

14.2. You acknowledge and agree that each Transaction conducted on the Trading Platform, is comprised of first an offer by you to us to complete a Transaction (whether such offer is to open a Position or close an Open Position) at a certain price quoted on the Trading Platform, and our subsequent acceptance of your offer. An Offer will be deemed to have been completed only when your offer has been received and accepted by us. Our acceptance of an offer will be evidenced by our confirmation of its terms to you and its completion.

14.3. You may request to cancel or amend a Transaction at any time prior to our completing such a Transaction.

14.4. We reserve the right to void from the outset any Transaction containing or based on any Manifest Error. In the absence of our fraud or wilful default, we will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error.

14.5. You shall comply with any restrictions that we notify to you from time to time with respect to your activities on the Trading Platform, including without limitation, the size of Transactions or other conditions that may apply to our Quote. You acknowledge that we may offer to and impose on each Client, in our sole discretion, different terms and restrictions with respect to their use of the Trading Platform.

14.6. You acknowledge that the Trading Platform is independent of any Underlying Markets and we are under no obligation to quote a particular price or follow the trading rules consistent with such Underlying Markets. You further acknowledge that the triggering of your Order is linked to the prices quoted on the Trading Platform, not the prices quoted elsewhere on the relevant Underlying Markets and the Company does not guarantee that when executing an Order its price will be more favourable than one which might be available elsewhere. In determining whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction, we will be entitled (but not obliged), in our absolute discretion, to disregard any prices quoted on our Platform during any pre-market, post-market or intra-day auction periods in the relevant Underlying Markets, during any intra-day or other period of suspension in the relevant Underlying Markets, or during any other period that in our reasonable opinion may give rise to short-term price spikes or other distortions. Our prices may differ from the current prices on the relevant Underlying Markets and you acknowledge that a Transaction may be triggered even though:

(a) an Underlying Market never traded at the level of your Transaction; or

(b) the Underlying Market did trade at the level of your Transaction but for such a short period that it would have been impractical to execute an equivalent transaction on the Underlying Markets.

14.7. When you place an Order on the Trading Platform, you agree that you are not dealing with a recognised exchange.

14.8. You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading purpose, and you agree not to redistribute our prices to any other person whether such redistribution is for commercial or other purposes.

14.9. You acknowledge that each Transaction is made for a specified number of units that constitute the Underlying Asset. You may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set, in our sole and absolute discretion, the "Unit Amount" for each Underlying Asset.

14.10. Each Position opened by you, and any Transaction completed, will be binding on you notwithstanding that by opening the Position you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.

14.11. You may request a Quote to open or close a Position for a particular Underlying Asset, at any time during the Trading Hours for such Underlying Asset. We will be under no obligation to but may, in our absolute discretion, provide a Quote and accept and act on your offer to open or close a Position for an Underlying Asset outside of the Trading Hours of such Underlying Asset. In some cases, Transactions may only be traded during the time when the relevant Underlying Market is open. Trading Hours are displayed on the Trading Platform under the details link for each specific Underlying Asset. It is your responsibility to ensure you are aware of which Underlying Asset may be affected.

14.12. Without prejudice to any of our rights hereunder, if, prior to the acceptance of your Order to open or close a Position, we become aware that any of the factors set out in paragraph 14.13 herein, has not been met, we reserve the right to reject your Order outright. If we have, nevertheless, already opened or closed a Position prior to becoming aware that a factor set out in paragraph 14.13 herein has not been met, we may in our discretion, either treat such a Transaction as void from the outset or close the Open Position at our then prevailing price. However, we may, in our absolute discretion, allow you to open or, as the case may be, close the Open Position in which case you will be bound by the opening or closure of such Position, notwithstanding that the factors in paragraph 14.13 herein were not satisfied.

14.13. The factors referred to in paragraph 14.12 include the following:

(a) the quote must be obtained via the Trading Platform or by such other means as we may from time to time notify you;

(b) your offer to open or close the Position must be given while the quote is still valid;

(c) the Quote must not contain a Manifest Error;

(d) when you offer to open a Position, the number of units in respect of which the Transaction is to be opened must be neither smaller than the minimum unit amount specified on the Trading Platform, as applicable, from time to time, nor greater than the amount permitted in accordance with the terms of this Agreement;

(e) when you offer to close part but not all of an open Position both the part of the Position that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the minimum unit amount specified on the Trading Platform;

(f) Force Majeure Event must not have occurred when you offer to open or close a Transaction, which affect the execution of the Transaction;

(g) An Event of Default must not have occurred in respect of you;

(h) when you offer to open any Position, the opening must not result in your exceeding any Initial or Maintenance Margin amount, credit or other limit placed on your dealings;

(i) subject to paragraph 14.12 herein, your offer must be given to us during the Trading Hours for the applicable Underlying Asset in respect of which you offer to open or close the Position;

(j) the internet connection or communications are not disrupted;

(k) there is no request of regulatory or supervisory authorities of the relevant jurisdiction or a court order to the contrary;

(l) the legality or genuineness of the Order is under not under doubt;

(m) there are Normal Market Conditions; and

(n) any other reasonable factor that we, in our sole discretion, notify you from time to time.

14.14. Use of any robots, spiders or other automated data entry system with the Trading Platform is expressly prohibited, unless you receive express written consent by the Company prior to activating the robot. All Transactions must be completed manually by you.

14.15. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to be aware of his positions at all times.

14.16. Benefits – Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBO's, de-listings, etc.). Depending on the circumstances of each event, our policy is to close out any customer open positions at the market price immediately prior to the event taking place. As a result of such event, if any Underlying Asset becomes subject to an adjustment as the result of a takeover or transformation action, we shall determine the appropriate adjustment to be made to the contract price or contract quantity as we consider appropriate to account for the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you immediately prior to the action.

14.17. Insolvency. If a company, whose Underlying Asset forms the CFD goes into insolvency or is otherwise dissolved, we shall close any such of your open Transactions in CFD of that Underlying Asset. The closing date shall be the date of insolvency.

14.18. 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.

## 15. Our Right to Force Close

15.1. If the prices quoted on the Trading Platform change such that the total Difference payable by you pursuant to all of your open Transaction equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), or you fail to comply with a request made under paragraph 17.5 of this Agreement, or if we receive a charge-back from your credit card issuer or with respect to any other payment method for any reason, you acknowledge that we have the right, in our sole discretion, to immediately close any and all of your Open Positions whether at a loss or a profit without any prior notice to you. The exercise of our right to force close your Open Positions will not result in termination of your Trading Account or of this Agreement, unless we send you a notice of termination.

15.2. We may specify on the Trading Platform expiration times and dates for various Underlying Assets traded on the Trading Platform. If the Trading Platform specifies such a time of expiration for an Underlying Asset, you hereby authorise us to close any open Transactions with respect to such an Underlying Asset at the price quoted on the Trading Platform at such time.

15.3. The Company reserves the right in case you maintain five hundred (500) or more Open Positions at any point in time) merge any Open Positions as and where applicable (the so-called "Portfolio Compression").

## 16. Force Majeure

16.1. We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:

(a) any act, event or occurrence (including without limitation any strike, riot or civil commotion, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the FX and CFDs in respect of which we deal on the Trading Platform;

(b) 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;

(c) labour disputes and lock-out which affect the operations of the Company;

(d) the suspension or closure of any Underlying Market or the occurrence, abandonment or failure of any Underlying Asset on which we base, or to which we in any way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;

(e) suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, 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 organisations, decisions of governing bodies of organised trading platforms;

(f) 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;

(g) the occurrence of an excessive movement in the level of any Transaction and/or Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;

(h) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or

(i) the failure of any relevant supplier, Financial Institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Underlying Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

16.2. If we determine that a Force Majeure Event exists, we may, in our absolute discretion, without notice and at any time, take one or more of the following steps:

(a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.

(b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.

(c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.

(d) Cancel any Client Orders.

(e) Refuse to accept Orders from Clients.

(f) Inactivate the Client Account.

(g) Increase Margin requirements without notice.

(h) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate.

(i) Increase Spreads.

(j) Decrease Leverage.

(k) Change Stop Out Level.

16.3. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to paragraph 16.2, if we decide to take such action. The Parties shall be released of all responsibilities for partial or full nonfulfillment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Agreement was concluded.

## 17. Margin Requirements and Margin Calls

17.1. In order to open a Position for an Underlying Asset, you undertake to provide the Initial Margin in your Trading Account. In order to keep a Position Open, you undertake to ensure that the amount in your Trading Account equals or exceeds the Maintenance Margin. Margin Requirements are available at the Platform. You acknowledge that the Margin for each Underlying Asset differs. Deposits into your Trading Account can be made by wire transfer or another method of payment, to a bank account, or other location, as we may notify you from time to time. Based on the amount of money you have in your Trading Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the Trading Platform. It is understood that each different type of Trading Account offered by us from time to time may have different Margin Requirements.

17.2. It is your responsibility to ensure that you understand how Margin Requirements are calculated.

17.3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client five (5) Business Days Written Notice prior to these amendments. New Margin Requirements shall be applied for new positions. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open where this is deemed necessary. All changes shall be effected on the Platform and/or the Website and the Client is responsible to check for updates. It is the Client's responsibility to monitor at all times the amount deposited in his Trading Account against the amount of any Margin required under this Agreement and any additional margin that may become necessary.

17.4. You are aware and acknowledge that we may, in our sole discretion, require you to take certain action in your Trading Account pursuant to a Margin Call. A Margin Call may be based upon a number of factors, including without limitation, your overall position with us, your account size, the number of open Transactions you have, volume traded, your trade history and market conditions.

17.5. The Company shall not have an obligation to make any Margin Call to the Client but in the event that it does, or in the event that the Trading Platform warns the Client that it reached a certain percentage of the Margin in the Trading Account, the Client should take any or any of the three options, within a short period of time, to deal with the situation: (a) Limit his exposure (close trades); or (b) Hedge his positions (open counter positions to the ones he has right now) while re-evaluating the situation; or (c) Deposit more money in his Trading Account.

17.6. Failure to meet the Margin Requirements at any time or failure to take an action under paragraph 17.5 of this Agreement, gives us the right in our sole discretion, to close any and all of your Open Positions whether at a loss or a profit without further notice to you. It is your responsibility to monitor, at all times, the amount deposited in your Trading Account against the amount of Maintenance Margin required as a result of your trading decisions and it is understood that the Company has the right to take the actions of this paragraph, even if a Margin Call is not made under paragraph 17.5 of this Agreement.

17.7. Due to regulatory requirements imposed by the French Regulatory Authority Autorité des Marchés Financiers for Clients who reside in the territory of France, the Company will limit the maximum losses of each Open Position to the amount of Initial Margin and to this effect the Company will proceed to each Open Positions where the Loss reached the amount of Initial Margin for the specific Positions, without proceeding to any Margin Calls.

17.8. Margin shall be paid in monetary funds in the Currency of the Trading Account.

17.9. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

17.10. If you have more than one Trading Account with us, each Trading Account will be treated entirely separately. Therefore, any credit on one Trading Account (including amounts deposited as margin) will not discharge your liabilities in respect of any other Trading Account. It is your responsibility to ensure the required level of margin is in place for each Trading Account separately.

## 18. Settlement, Payments, Costs and Taxes

18.1. Upon completing a Transaction:

- You shall be liable for the Difference if the Transaction is:

i) a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or

ii. a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

- You shall receive the Difference if the Transaction is:

i) a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or

ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

18.2. Unless we agree otherwise, all sums for which either Party is liable under paragraph 18.1 above in this Agreement are immediately payable upon closing of the Transaction. You hereby authorise us to debit or credit your Trading Account with the relevant sums at the closing of each Transaction. It is understood that once you place an Order, until such Order is executed and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.

18.3. The client is protected by the Company against negative account balances and the Company will only recover funds from the clients CFD trading account(s). The funds recovered may be funds initially deposited or funds that are subsequently paid into the clients own Trading account, as well as from the Company's Client Money account.

18.4. You shall be liable for any and all taxes, fees and assessments with respect to any Transaction you complete on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence, or otherwise arising as a result of your trading activity from the use of the Trading Platform.

18.5. Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law.

18.6. It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which you are liable and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for tax due, you agree that we may deduct tax, as may be required by the applicable law, with respect to your trading activity on the Trading Platform. You are aware that we have a right of set-off against any amounts in your Trading Account with respect to such tax deductions, and you hereby authorise us to withdraw amounts from your Trading Account with which to pay such taxes. You shall have no claim against us with regard to such deductions. You further agree that such deductions do not derogate from our rights to make Margin Calls under this Agreement.

18.7. You undertake to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions under this Agreement.

18.8. It is hereby clarified that in relation to CFD trading, you are required to pay the Difference. A Swap fee is also applicable for CFDs trading, as this explained under paragraph 4 of Appendix A hereunder. In addition, the Company reserves the right to charge Commissions or add fees or charges for opening a Position in CFDs in the future, upon providing at least one month's prior Written Notice to the Client.

Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts.

18.9. The applicable fees or charges or commissions, from time to time, may be found on the Company's Website at (Click here).

18.10. The Company has the right to vary its fees, charges and commissions from time to time according to the provisions of paragraph 23.7 of this Agreement.

18.11. Should your country of residence operate regulations or laws which restrict the use of currency or require you to report receipts and payments of that currency to a regulator or legal authority, you agree that you will fulfil any reporting obligations or obtain any required consents or approvals which may arise as a result of your use of the Trading Platform or associated transactions.

## 19. Deposits and Withdrawals

19.1. 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 methods accepted by the Company from time to time. The Company will not accept third party or anonymous payments in the Trading Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on your country of origin as specified in your address and as shall be specified on the Trading Platform. 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. The detailed information about deposit options is shown on the Website.

19.2. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

19.3. The Company's general policy is to cover deposit fees incurred by the Client. However, the Company reserves the right in certain circumstances to seek reimbursement from the Client for selected Payment Service Provider fees. Refer to section 19.4 for a list of circumstances to which this right may apply. These fees may relate to deposits or withdrawals, and may be up to, or equal in value to, the fees imposed by the Payment Service Provider. The Company may obtain such reimbursement(s) via the following methods; charging the Client's Trading Account, deducting amounts from future payments owed to the Client, charging the Client's credit card, or any other lawful means of reimbursement. Note that all bank charges that arise will be deducted from the Client's Trading Account.

19.4. A list of circumstances for which the Company reserves the right to seek reimbursement from the Client via the methods stated in 19.3, in regards to Payment Service Provider fees, that includes but is not limited to;

(a) If the Company deems that the Client's deposit or withdrawal activity does not correspond to the Client's trading activity, which results in the Company incurring significant losses from the Client's Payment Services Provider deposit or withdrawal fees.

(b) If the Company deems that the Client has conducted abusive trading, which has caused the Company to incur losses as a result of the Client's deposit and withdrawal activity via the Client's Payment Services Provider.

19.5. If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount actually received by the Company within one (1) Business Day following the amount is cleared in the bank account of the Company.

19.6. If the funds sent by the Client are not deposited in the 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 may be deducted from his 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 shall have to provide the Company with the requested documents and certificates.

19.7. The Company shall effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

19.8. Upon the Company receiving an instruction from the Client to withdraw funds from the Trading Account, the Company shall pay the said amount within five (5) Business Days, if the following requirements are met:

(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 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 prohibits the Company from effecting the withdrawal. (f) the Client and must be fully verified according to Verification guidelines set forth on the Website.

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, which may exceed the time period set out in paragraph 19.8.

19.9. It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not make withdrawals to any other third party or anonymous account.

19.10. The manner in which we remit money to you will be in our absolute discretion. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

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

19.12. Withdrawal fees may apply from time to time depending on the Client or type of Trading Account. The applicable fees may be found on the Company's Website.

19.13. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.

19.14. We reserve the right to seek reimbursement from you, if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means. All bank charges whatsoever arising will be deducted from your Trading Account.

19.15. If the Company deems that a client's trading volume and/or Notional Value of trading activity is inconsistent with the value of any deposit(s) made by the Client, and if this causes the Company to bear unsubstantiated costs, the Company reserves the right to pass on all incurred deposit and withdrawal fees to the Client's Trading Account.

## 20. Safeguarding of Client Money

20.1. The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions (within or outside the relevant jurisdiction) such as a credit institution or a bank in a third country. It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

20.2. According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution of paragraph 20.1 of this Agreement and the arrangements for holding of Client money. 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. Diversification requirements will not apply to client money placed with a third party merely for the purpose of executing a Transaction for the Client.

20.3. According to Applicable Regulations, for the purposes of safeguarding of 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 20.1 of this Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;

(f) shall introduce adequate organisational arrangements to minimise the risks of the loss or diminution of Client money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

20.4. The Company has duty to and shall exercise due skill, care and diligence in the selection and monitoring of the financial institution according to paragraph 20.2 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 where Client money will be held.

20.5. The financial institution (of paragraph 20.1 of this Agreement) where Client money will be held may be within or outside the relevant jurisdiction. It is understood that the legal and regulatory regime applying to any such financial institution outside the jurisdiction will be different from that of the relevant jurisdiction. Hence, in the event of 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 in a Segregated Account in the relevant jurisdiction.

20.6. The financial institution to which the Company will pass Client money (as per paragraph 20.1 of this Agreement) may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

20.7. It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account).

20.8. 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.

20.9. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

20.10. 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 36 of the Agreement.

20.11. 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.

20.12. 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 Agreement accordingly to reflect this.

20.13. 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.

## 21. Lien

21.1. The Company shall have a general lien on all funds held by the Company on the Client's behalf until the satisfaction of the Client's obligations.

## 22. Netting and Set-Off

22.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

22.2. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged

22.3. The Company has the right to combine all or any Trading Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

## 23. Amendments

23.1. The Company may upgrade the Trading Account, convert 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 as a result of the change.

23.2. The Company may also change any terms of the Agreement for any of the following reasons:

(a) 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;

(b) To cover the involvement 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, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer;

(c) 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 Platform used by the Company to run its business or offer the Services hereunder;

(d) As a result of a request of an authority or as a result of change or expected change in Applicable Regulations;

(e) 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.

23.3. As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any serious reason not listed under paragraph 23.2 of this Agreement.

23.4. The Client acknowledges that by accepting the Agreement, it is their sole responsibility to periodically refer to the Company's Website to check for any updates to the Agreement.

23.5. The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, roll over policy and trading times, found on the Company's website and/or Platform, from time to time. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly.

23.6. The Company shall have the right to review the Client's Categorisation from time to time. Such changes shall be effected on the Website and/or the Platform and the Client is responsible to check for updates regularly.

## 24. Commencement, Termination and Results of Termination

24.1. 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 him.

24.2. The Company may at any time at its sole discretion exercise its right to terminate or restrict your access to the trading platform at any time. Termination of the agreement will come into immediate effect by giving written notice. The Client may terminate this agreement by giving at least 5 business days written notice to the Company.

24.3. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

24.4. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

24.5. Once notice of termination of this Agreement is sent and before the termination date:

(a) the Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current prices;

(b) the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);

(c) the Company will be entitled to refuse to accept new Orders from the Client;

(d) the Company will be entitled to refuse to the Client to withdraw money from the Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

24.6. Upon Termination any or all the following may apply:

(a) The Company has the right to combine any Trading Accounts of the Client, to consolidate the Balances in such Trading Accounts and to set off those Balances;

(b) The Company has the right to close the Trading Account(s);

(c) The Company has the right to convert any currency in the Trading Accounts;

(d) The Company has the right to close out the Client's Open Positions;

(e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect thirty party payments. In the event that the Client fails to provide instructions or the Client cannot be reached at his last known address, the Company shall forward such funds (at its sole discretion) directly to his bank account as notified to us or by way of a check sent by mail to the address recorded in his Registration Data. It is the Client's responsibility to update his Registration Data, the company having no liability towards the Client for any lost money.

## 25. Event of Default

25.1. Each of the following constitutes an "Event of Default":

(a) The failure of the Client to perform any obligation due to the Company.

(b) If an application is made in respect of the Client pursuant to the relevant jurisdiction 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.

(c) The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;

(d) The failure of the Client to submit any identification documentation and/or any other information as required by the Company from time to time;

(e) 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;

(f) The Client is unable to pay the Client's debts when they fall due.

(g) Where any representation or warranty made by the Client in paragraph 26 of this Agreement is or becomes untrue.

(h) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.

(i) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 25.2 of this Agreement.

(j) An action set out in paragraph 25.2 is required by a competent regulatory authority or body or court.

(k) 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.

(l) In cases of material violation by the Client of the requirements established by legislation of the relevant jurisdiction or other countries, such materiality determined in good faith by the Company. (m)If the Company suspects that the Client is engaged in money laundering activities, or terrorist financing, or card fraud, or other criminal activities.

(n) The Company reasonably suspects that the Client performed a prohibited action as set out in paragraphs 4.2 ,2.15-.2.13 and 4.4 of this Agreement.

(o) The Company reasonably suspects that the Client performed Abusive Trading.

(p) The Company reasonably suspects that the Client opened the Trading Account fraudulently.

25.2. 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) Temporarily or permanently bar access to the Platform or suspend or prohibit any functions of the Platform.

(d) Reject or Decline or refuse to transmit or execute any Order of the Client.

(e) Restrict the Client's trading activity.

(f) In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country.

(g) Cancel of profits gained through Abusive Trading.

(h) Immediately cancel all trades that were executed by the Client.

(i) Take legal action for any losses suffered by the Company.

## 26. Representations and Warranties

26.1. You agree that each of the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:

(a) the Registration Data provided to us during registration phase and at any time thereafter is complete, true, accurate and not misleading in all respects and the certificates provided are authentic;

(b) you are of sound mind, legal age and legal competence

(c) you are duly authorised to execute and deliver the Agreement, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorise such execution, delivery and performance;

(d) you understand how the Transactions hereunder operate before you place an offer to open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of the Agreement, and any legal and financial implications thereof;

(e) you have read and understand the Risks Disclosure and Warnings Notice found on the Company's Website;

(f) you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;

(g) You are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received

(h) any person representing you in opening or closing a Transaction will have been, and the person entering into the Agreement on your behalf is, duly authorised to do so on your behalf;

(i) you are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a majority of the capital stock, a member of any Underlying Market and/or firm registered on any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;

(j) you will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform;

(k) you have obtained all relevant governmental or other authorisations and consents required by you in connection with the Agreement and in connection with opening or closing Transactions and such authorisations and consents are in full force and effect and all of their conditions have been and will be complied with;

(l) the execution, delivery and performance of the Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;

(m) other than in exceptional circumstances, you will not send funds to your Trading Account from any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by us from time to time;

(n) the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

(o) you are 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 that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement you become a Politically Exposed Person;

(p) you confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website and/or email.

26.2. Any breach by you of any of the representations and warranties set forth in paragraph 26.1 or anywhere else in the Agreement renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, in our absolute discretion.

## 27. Indemnity

27.1. In the event the Company provides the Information as specified in paragraph 7 of this Agreement, the Company shall not, in the absence of its fraud, wilful 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.

27.2. 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 situations/circumstances specified in this Agreement.

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

27.4. 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).

27.5. The Company's cumulative liability to you shall not exceed the fees paid to the Company under this Agreement for the Provision of the Services and use of the Platform(s).

## 28. Disclaimers

28.1. We, specifically, do not warrant that:

(a) the Trading Platform will meet your individual requirements and it is therefore your responsibility to ensure that the facilities and functions of the Trading Platform meet your requirements;

(b) your equipment, software, and communication connections will be compatible with the hardware and software we employ to provide the Trading Platform;

(c) the use of the Trading Platform will be uninterrupted, secure or error-free or free of bugs and you agree that the existence of any minor errors or bugs shall not constitute a breach of this Agreement;

(d) we will be able to prevent third party disruptions of and to the operation of the Trading Platform;

(e) errors will be corrected in the Trading Platform; or

(f) we will detect every bug in the Trading Platform.

28.2. You acknowledge that we do not control the transfer of data over telecommunications facilities, including without limitation the internet, nor are we responsible for communication failures, distortions or delays when trading online (via the internet or a mobile service).

28.3. You acknowledge that the trading you conduct on the Trading Platform is not conducted on a recognised Exchange, rather they are undertaken over the counter (OTC) and as such they may expose the Client to greater risks than regulated exchange transactions.

28.4. We hereby further disclaim any, and shall have no, liability or loss resulting from or related to any:

(a) disruption of your connections to the internet;

(b) loss to or corruption of any of your data or records, whether stored on the Trading Platform or not, or lack of back-up thereof;

(c) security breaches resulting in part or in whole from third-party software or networking goods or services or from actions or events outside of our reasonable control;

(d) provision of security-related services that we may voluntarily provide outside the scope of the Agreement; and

(e) use of the Trading Platform that is not in strict compliance with the Agreement, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our Website;

(f) 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;

(g) any person obtaining your Account Credentials prior to the Client's reporting to the Company of the misuse of the same;

(h) unauthorised third persons having access to information, including electronic addresses, electronic communication, personal data and Account Credentials 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;

(i) any of the risks of the Risks Disclosure and Warnings Notice, found on the Company's Website;

(j) any changes in the rates of tax;

(k) any actions or representations of the Introducer;

(l) the contents, correctness, accuracy and completeness of any communication spread by the use of the Trading Platform;

(m) any acts or omissions (including negligence and fraud) of the Client;

(n) if you are relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders;

(o) the occurrence of Slippage; and

(p) currency risk materialising.

28.5. With respect to any Financial Data or other information that we or any third-party service provider provides to you in connection with your use of the Trading Platform:

(a) we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect;

(b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information;

(c) you will use such data or information solely in accordance and for the purposes set forth in the Agreement;

(d) such data or information is proprietary to us and to third party providers as applicable, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and

(e) you will use such data or information solely in compliance with any applicable laws and regulations.

## 29. Limitation of Liability

29.1. We shall not be liable to you for any loss, save in cases of gross negligence, fraud or wilful default on our behalf.

29.2. Without prejudice to paragraph 29.1 of this Agreement, our aggregate liability to you in respect of all claims arising out of or in connection with the Agreement will be limited to the aggregate amount of the deposits less withdrawals on your Trading Account.

29.3. Subject to paragraphs 29.2 and 29.4 of this Agreement, you will be liable to us for:

(a) any loss (whether direct or indirect) of revenue or profits;

(b) any loss (whether direct or indirect) of anticipated savings;

(c) any loss (whether direct or indirect) of goodwill or injury to reputation;

(d) any loss (whether direct or indirect) of business opportunity or arising from business interruption;

(e) any loss (whether direct or indirect) of or corruption to data;

(f) indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case arising out of or in connection with the Agreement including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question.

29.4. Nothing in this paragraph 29 will exclude, limit or restrict either Party's liability for fraud or fraudulent misrepresentation committed by that Party (or anyone on its behalf).

29.5. Our liability, to the extent applicable, for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the relevant jurisdiction.

29.6. The Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in the Agreement. Any condition, warranty, representation or other term concerning the supply of the Trading Platform which might otherwise be implied into, or incorporated in, the Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

29.7. We shall not be held liable and are released from all claims and losses arising out of:

(a) any act or omission by any person obtaining access to your Trading Account or Account Credentials, whether or not you have authorised such access;

(b) delay, failure or error by you in implementing any reasonable instruction we have provided to you;

(c) inaccurate or incomplete instructions received by you;

(d) any reliance or use by you or any other third party with access to your Trading Account of any Financial Data, whether to complete a Transaction on the Trading Platform or for any other purpose whatsoever:

## 30. Authority to Trade

30.1. You hereby authorise us to act on any instruction given or appearing to be given by you on the Trading Platform via the use of your Account Credentials.

30.2. We shall be entitled, and you hereby authorise us, to rely upon any oral, electronic or written communication or instruction received from you. You agree that:

(a) once logged on to the Trading Platform following entry of the Account Credentials, we are authorised to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by you;

(b) following log-in to the Trading platform, nothing in this paragraph will oblige us to verify the validity of each instruction or the signatures prior to every trade; and

(c) you shall bear the risk of all instructions, whether authorised, unauthorised, improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

30.3. Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:

(a) the person who provided such an instruction was acting in excess of his authority;

(b) acting upon such an instruction would infringe any law, rule, regulation or the Agreement; or

(c) in the event that we have accepted an offer to perform a Transaction that we later suspect falls within points (a) and (b) hereunder this paragraph 30.3, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset. Nothing in this paragraph shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.

30.4. Any offer to open or close a Transaction (including an Order) must be made by you through the Trading Platform only, or via phone subject to conditions of paragraph 32.2 of this Agreement. Written offers to open or close a Transaction, including offers sent by fax, email or text message will not be accepted.

30.5. If we receive an offer to open or close a Transaction other than in accordance with paragraph 30.4 of this Agreement, we may act on such an offer, in our absolute discretion, however we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.

## 31. Relationship of the Parties

31.1. You will open each Transaction with us as principal and not as an agent for any person. This means that unless we have otherwise agreed in writing, we will treat you as our Client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us or not, we will not accept that person as a Client of ours and we will accept no obligation to them unless otherwise specifically agreed in writing.

## 32. Communication, Written Notices and Language

32.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication (other than Orders which shall be given only in accordance to paragraph 32.2 hereunder) to be given to the Company by the Client under the Agreement shall be sent to the Company's address below (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 the relevant jurisdiction, or airmail if posted outside the relevant jurisdiction, or commercial courier service and shall be deemed delivered only when actually received by the Company at the contact details appearing in the first page.

32.2. It is agreed and understood that Orders shall be placed on the Trading Platform and shall not be communicated to the Company in any other means. Only when the Platform is not operational, Orders may be placed via phone.

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

32.4. The Company shall contact the Client at the contact details on his Registration Data. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

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

32.6. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

(a) If sent by email, within one hour after emailing it and provided the email has left from the Company's outlook.

(b) If sent by the Platform's internal mail, immediately after sending it.

(c) If 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) If sent by telephone, once the telephone conversation has been finished.

(e) If sent by post, seven calendar days after posting it.

(f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.

(g) If sent by air mail, eight Business Days after the date of their dispatch.

(h) If posted on the Company Webpage, within one hour after it has been posted.

(i) if posted on the Personal Area or Website, immediately once posted.

32.7. The Language in which the Client may communicate with the Company is English, which is the Company's official language. From time to time, the Company may employ staff who speak the Client's native language, in which case the Client may find it more convenient to communicate with the Company in that language. However, it is clarified that all documents and information provided by the Company shall be in 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.

## 33. Entire Agreement

33.1. The Agreement sets out the entire agreement and understanding between the Parties with regards to the matters stated within. The Agreement supersedes any previous agreement or understanding between you and us with regards to the matters stated within.

33.2. You represent and agree that in entering into the Agreement you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement.

## 34. Severability

34.1. 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.

## 35. Waiver

35.1. Any failure to exercise or any delay in exercising a right or remedy provided by the Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Agreement will not constitute a waiver of any other breach and will not affect the other terms of the Agreement.

35.2. The rights and remedies provided by the Agreement are cumulative and (except as otherwise provided in the Agreements) are not exclusive of any rights or remedies provided at law or in equity.

35.3. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

## 36. Assignment

36.1. You may not assign or transfer any of your rights or delegate any of your obligations under the Agreement, whether by operation of law or otherwise, either on a permanent or temporary basis to a third party without our prior written consent.

36.2. You acknowledge and agree that we may assign our rights or obligations under the Agreement to a successor of all or substantially all of our business or assets without prior written consent but subject to providing previous five Business Days Written Notice to you. The Company may sell, transfer or otherwise share some or all of your assets, including among others your Registration Data, personal information and Log Data, in connection with a merger, acquisition, reorganisation or sale of all or substantially all of our shares or assets, or in the event of our bankruptcy and may also transfer your Client money under the same circumstances.

36.3. You acknowledge and agree that we may assign, novate or otherwise transfer any of the rights and obligations of this Agreement to a third party, in whole or in part, without your prior consent. You agree that you may not assign, novate or otherwise transfer any of the rights and obligations of this Agreement to a third party, without our prior written consent.

## 37. Introducer

37.1. In cases where the Client is introduced to the Company through a third person such as a business introducer or associate network who performs marketing for the Company (both called "Introducer"), the Client acknowledges that the Company is not bound by any separate agreements entered into between the Client and the Introducer. It is also made clear that the Introducers are not authorised to bind the Company in any way, to offer credit in the Company's name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in the Company's name.

37.2. The Client acknowledges and confirms that the Company may pay the Introducer with a fee. If such fees apply, they will be disclosed to the Client according to Applicable Regulations.

## 38. Complaints and Disputes

38.1. If the Client wishes to report a complaint, he/she should follow the Company's procedures, which can be found by contacting our support team or refer to the Dispute Resolution Process published on our website.

38.2. 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.

38.3. Should a complaint remain unresolved by the Company, or the Client remains dissatisfied, he/she can escalate his/her complaint to the Financial Commission (https://financialcommission.org/), an independent and impartial Forex and CFD external dispute resolution organisation. Clients should contact the Financial Commission always in accordance with the Commission' s rules and procedures.

38.4. The Client's right to take any other action remains unaffected by the existence or use of any complaint's procedures referred to above.

## 39. Governing Law and Jurisdiction

39.1. The interpretation, construction, effect and enforceability of the Agreement shall be governed by the Laws of the relevant jurisdiction, and you and we agree to submit to the exclusive jurisdiction of the relevant jurisdiction courts for the determination of disputes. You agree all Transactions carried out on the Trading Platform are governed by Relevant Laws regardless of the location of the Registered User.

39.2. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the relevant jurisdiction 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.

## 40. Processing Personal Data

40.1. The Company is the data controller in the relevant jurisdiction. You hereby acknowledge and agree to the collection and processing of personal data provided by you in connection with the opening of a trading account for the purpose of performing our obligations under these Terms and Conditions and for administering the relationship between you and us.

40.2. The Company may in some occasions share your Personal Data with third parties in order to provide you with the Services and improve your trading experience, in accordance with the applicable laws and Company's Privacy Policy. The Company will not disclose your Personal Data to any third party without your prior consent and/or without having a legal basis to do so.

40.3. You hereby acknowledge and agree that the Company may pass information provided by you to the Company, to other companies belonging to the same group with the Company and to other associated companies, for the purpose of processing and/or analysing the personal data for the purpose of providing you with the Services.

40.4. In the event that you have consented to the use of your personal data by the Company for marketing and information management purposes, or to conduct market research for the Company, then the Company may share these data with other companies in its group or with carefully selected external parties that may use the personal data to provide you with information about the products and services that may be of your interest.

40.5. Under certain circumstances, you have the right in relation to your personal data:

(a) Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it;

(b) Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

(c) Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.

(d) Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

(e) Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

(f) Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

(g) Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent. 40.6. You acknowledge that having accepted the terms of this Agreement, that you also accept the terms of the Company's Privacy Policy, available on the Company's Website.

## 41. Multiple Account Holders

41.1. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

41.2. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

## 42. Inducements and Conflicts of Interest

42.1. It is understood that the Company arranges for the execution of Client Orders with another entity (the Liquidity Provider) and does not execute them itself as a principal to principal against the Client. The Client is hereby informed that the Company receives monthly commissions from the Liquidity Provider calculated as a percentage of the volume of Orders sent for execution every month. For more details on these commissions, you may contact the Company and the Company hereby undertakes to provide the relevant clarifications.

42.2. When the Company deals with or for 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 conflicts with the Client's interest. By way of example only, when the Company deals with a Transaction for or on behalf of the Client, the Company may be:

(a) dealing in the Instrument which the Company recommends to the Client (including holding a Long or Short Position); or

(b) advising and providing other services to associates or other Clients of the Company who may have interests in investments or underlying assets which conflict with the Client's interests.

42.3. The Client consents to and authorises the Company to deal with or for the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client. The Company's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest while advising the Client.

42.4. 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. A summary of the policy is found in the document with title "Summary of Conflicts of Interest Policy", as this can be found in the Website.

## 43. Copy Trading / Social Trading

43.1. The Company offers Copy Trading and Social Trading services through the Company's platform, where clients are able to assess and select a Provider(s) to Copy Trade from. Copy Trade means your own trading account will be set to follow all trades of the selected Provider, pending variables such as but not limited to sufficient free equity.

43.2. The Company provides the account and trading information of each available Provider that you can review before electing to copy a Provider account. In doing so, you understand you should fully comprehend all aspects and risk factors of Copy Trading / Social Trading including but not limited to the risk nature of Copy Trading / Social Trading and your own objectives.

43.3. You confirm and acknowledge that the Company's own assessment of your suitability for use of all its services including its Copy Trading / Social Trading services is performed on the basis of the information and documentation you provide to the Company. You further confirm the information you have provided to the Company to be true and correct, and acknowledge you are required to contact the Company to update your own Client Suitability and Risk Assessment should a change in your circumstances occur which may affect your suitability to use the Company's services including its Copy Trading and Social Trading services. You also acknowledge that the Company may rely upon such information and you are responsible for any damages or losses which may result from any inaccuracies.

43.4. The Company will not provide any form of trading advice or recommendations to you regarding any investments (whether general or personalised), or their merits, in relation to its Copy Trading / Social Trading services or any other service the Company provides. Furthermore, the Company does not provide any guarantee as to the performance of any particular investment, Provider account or strategy.

43.5. In making a decision to copy any Provider account, investment or strategy, you acknowledge you will consider your financial situation and commitments, and you further understand that the use of the Company's Copy Trading / Social Trading features is speculative in nature which can potentially result in significant losses.

43.6. You acknowledge and understand the risks associated with Copy Trading / Social Trading as more fully described herein, including but not limited to automated trading execution whereby the opening and closing of trades will occur in your account without any manual intervention from you, unless you choose to stop following the Provider or choose to close the copy trade and take decisions independently of the Provider. You further understand you are responsible for closing any trades you may no longer wish to hold, or to cease following a Provider. The Company is not able to close any trades or terminate the following of a Provider account on your behalf.

43.7. You authorise the Company to limit and/or withhold its Copy Trading / Social Trading services at any time based on your investment profile and the Company's ongoing Suitability and Risk assessments in accordance with its own policies and procedures.

43.8. You authorise the Company to execute any and all transactions and/or positions undertaken by the Provider account or strategy you choose to follow through our Copy Trading / Social Trading platform. Once initiated by you, the Copy Trading / Social Trading actions will be completed automatically and do not require any prior consultation, consent or approval for ongoing activity or copied trades from you. You hereby confirm and acknowledge that the Company may at any time, and at its sole discretion, stop, pause, restrict and/or limit any Copy Trading / Social Trading activity performed by you.

43.9. You acknowledge and understand you are solely responsible for assessing, selecting and monitoring the suitability of any copied accounts and the overall performance of the copied Provider account, portfolio or strategy. Furthermore, when Copy Trading / Social Trading a Provider account, you authorise the Company to:

43.9.1. Copy or stop copying any Provider account, portfolio and/or strategy you have selected to follow, at the Company's own discretion; and/or

43.9.2. Open and/or close any position you hold at the Company's sole and absolute discretion and to set limits to any position (including copy position); and/or

43.9.3. Update and/or amend its policy, objectives, structure and/or composition of any Company's Portfolio at its sole and absolute discretion, with or without notice to its copiers; and/or

43.9.4. Close any such account, portfolio and/or strategy at its sole and absolute discretion, with or without notice to its copiers.

43.10. The Company shall continue to be committed to exercising any endeavour it deems suitable to monitor the performance of Provider accounts against parameters established by the Company, which may include factors relating to risk profitability, drawdown and any other parameters deemed relevant by the Company, and to stop and/or block any Provider account, portfolio and/or strategy from being copied. Furthermore, to our authorisation set forth herein, the Company reserves the right to pause, copy or stop the copying of any particular investment, Provider account and/or strategy, at its own discretion.

43.11. Without derogating from the generality of the above sections, the provision of Copy Trading / Social Trading features requires the Client to understand these services do not constitute investment advice on the Company's part.

By using the Copy Trading / Social Trading features provided by the Company, you understand you do so at your own risk without holding any liability towards the Company and its affiliates, employees, clients and agents, for any losses that you may sustain as a result of using any such features. Neither the Company nor any copied Provider account, portfolio and/or strategy guarantees the future or specific performance of your account and/or investment strategy. Investment strategies are subject to multiple variables including market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in significant losses. Past performance does not guarantee future performance.

43.12. You understand that the Company may take the same or similar positions in specific investments for its other clients and its own accounts as the Company does for you, or its other customers may open trades in an opposite direction to that of your own. The Company has no obligation to sell or purchase, recommend for sale or purchase in your account, any security which the Company may sell or purchase for its other clients and its own accounts. You understand and acknowledge that the Company may elect to remunerate their copied Traders. The Company also reserves the right to review fees, charges and commissions for any services it offers. The provision of the Copy Trading / Social Trading is subject to similar costs which will be carried by you as the Client. These appear on the Company's website and/or Platform(s) and it is your responsibility as the client to check for any updates regularly and it is your right to ask for further clarification should you require.

43.13. Both Parties hereby acknowledge and agree that, to the maximum extent permissible under the applicable laws, the Company will not be liable for:

43.13.1. Any loss arising from following any oral or written instructions from you; or

43.13.2. Any loss you may incur relating to any decision made or other action taken by an account you have elected to follow or;

43.13.3. Specifically, any loss arising from any investment decision made or other action taken or omitted in good faith by any copied account. Nothing set out in these Terms and Conditions will waive or limit any rights you may have under any applicable laws which may not be waived or limited.

## Appendix A – FX and CFD TRADING TERMS

### 1. Scope

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of Contracts for Differences for all types of Underlying Assets available with the Company from time to time such as Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices and Futures. Although the term FX / FX Contract is a type of a Contract for Difference, it is mentioned separately to mean the type of CFD where the Underlying Asset is a Currency Pair.

## 2. Opening and Closing Orders/Transactions

2.1. In order to open a Transaction in an FX and CFD on the Trading Platform, you must either open a Buy or a Sell, at the price quoted by the Trading Platform at the time of such Transaction. In order to close a Transaction, you must either offer to sell (in the case of a Buy), or purchase (in the case of a Sell), the Underlying Asset covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing offer. Transactions or open positions cannot be transferred to other FX and CFD providers or their platforms. Full details of our Order Execution Policy can be found on the Website.

2.2. The Trading Platform will provide a Buy quote and a Sell quote for each Underlying Asset traded on the Trading Platform. You acknowledge that upon opening a Buy or closing a Sell, you may only do so at the price quoted by the Trading Platform to purchase such Underlying Asset. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price quoted by the Trading Platform for such Underlying Asset.

2.3. On the Trading Platform, you shall be entitled to make an offer to open a Transaction at the best available rate on the Trading Platform ("Market Order") at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction ("Limit Order"). With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Trading Platform from time to time. If you choose to open a Market Order, your offer will be accepted at the best possible rate offered on the Trading Platform.

2.4. With respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Limit Order may be accepted at a lower price if a buy, or higher price if a sell, than the price indicated by you in your Limit Order as specified on the Trading Platform from time to time. If you offer to open a Limit Order, your offer may be accepted at the price indicated by you in your offer. At any time prior to acceptance of a Limit Order, you may cancel the Limit Order without any further liability. If you choose to open a Limit Order, your offer will be accepted at the best possible rate offered on the Trading Platform.

2.5. Orders can be placed and (if allowed) changed within the Trading Hours for each type of FX and CFD appearing on the Company's Website, as amended from the Company from time to time. The Client agrees that the Orders to open a position if accepted by the Company outside the Trading Hours may not be capable of execution should the market not trade at the price stipulated once Trading Hours commence.

2.6. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

2.7. Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled.

2.8. 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 Trading Account Equity reaches zero.

2.9. Orders may be removed by the Client before they are executed.

2.10. Stop loss and Take Profit orders may be changed as long as they are higher in distance than a specific level (depending on the trading symbol).

2.11. The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed. In order to change the expiry, the Client will need to cancel the Order and place a new one.

2.12. FX and CFD Orders on currencies are executed as follows:

a) Take Profit (T/P) orders are executed at stated prices;

b) Stop Loss (S/L) orders are executed at first market prices;

c) Stop Loss (S/L) orders set for lock positions are executed at first market prices;

d) Limit orders are executed at stated prices;

e) Buy Stop and Sell Stop orders for position opening are executed at first market prices.

2.13. It is understood that Quotes on the Client Terminal are indicative Quotes and Slippage may occur. To this end the Client acknowledges and agrees that:

a) Due to market volatility and factors beyond its control, the Company cannot guarantee that an Order (including Stop Loss and Take Profit Orders) will be executed at the level specified in the Client Order. For example, an Order may be closed at a worse price than as originally specified by the Client in such an Order (i.e. Negative Slippage). In such an event, the Company will close the Transaction at the next best price.

b) Where the price for an Underlying Asset moves to the Client's advantage (i.e. Positive Slippage), the Company can pass such price improvement on to the Client.

2.14. In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, the Company will send a re-quote to the Client (with the price it is willing to deal until the price the Client asks is available). The Order will be rejected and the Client will need to place another Order.

2.15. The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal Trading Hours which appear on the Company's Website.

2.16. The Company will delete Error Quotes (Spikes) from the Server's Quotes Base.

## 3. Stop and Limits

- We may, in our sole discretion, allow you to specify a closing price for a Transaction through a Stop Loss and Take Profit Order, subject always to the terms of the Agreement and any other terms and conditions we may implement from time to time.
- Upon your offer and our acceptance of your Order, you hereby authorise us to close the Transaction at the "Stop Loss" price or "Take Profit" price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction if you are not in compliance with any of the factors set forth in paragraph 14.13 of this Agreement.
- We may, in our sole discretion, allow you to request the opening or closing of a Transaction, including a "Stop Loss" and "Take Profit" Order, within a specific time period determined by you. If we have accepted such a request, we may, in our sole discretion, close the Transaction within such a specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such a specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.

- We may, in our sole discretion, accept an offer to place a Trailing Stop in relation to a Stop Loss Order. You acknowledge that the original price level set forth in a Stop Loss Order may be amended as the market on the Trading Platform moves in your favour. Whilst your Trailing Stop is still in effect, you agree that each change in the market by at least a Pips on the Trading Platform in your favour shall constitute a new offer by you to raise the level of your Trailing Stop by one hundred of one percentage points. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as shall be specified on the Trading Platform.
- You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best price. For example, with respect to a Stop Loss Order, in the case of a Buy, the price of an Underlying Asset underlying such Order may suddenly decrease below the Stop Loss price, without ever reaching such price. In the case of a Sell, the price of an Underlying Asset underlying such Order may suddenly increase above the Stop Loss price, without ever reaching such price.
- With respect to a Take Profit where the price for an Underlying Asset moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but do not have to) pass such price improvement on to you. For example, in the case of a Buy, the price of an Underlying Asset underlying such Order may suddenly increase above the Take Profit price, without ever reaching such price. In the case of a Sell, the price of an Underlying Asset underlying such Order may suddenly decrease below the Take Profit price, without ever reaching such price.
- 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.
- 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.

## 4. Premium (or Swaps)

- Any open Transaction held by you at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close. You acknowledge that when rolling such Transactions to the next Business Day, a Premium/Swap will be either added or subtracted from your Account with respect to such Transaction ("Rolling"). The Premium amount is a constant percentage of the position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Underlying Asset differentials, daily price fluctuations and other economic and market related factors. The Premium/Swap for each Underlying Asset is displayed in the "details" link for each specific Underlying Asset on the Trading Platform.
- In deciding whether to open a Transaction for a specific Underlying Asset, you acknowledge that you are aware of the Premium.
- You hereby authorise us to add or subtract the Premium/Swap to or from your Trading Account for any open Transactions that have accrued a Premium/Swap, in accordance with the applicable rate thereto, each day at the time of collection specified on the Trading Platform for each individual Underlying Asset, as applicable.

## 5. Expiry Transactions

- We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument.
- In the event we set an Expiry Date for a specific Underlying Asset, it will be displayed on the Trading Platform in the details link for each Underlying Asset. It is your responsibility to make yourself aware of the Expiry Date and time.
- If you do not close an open Transaction with respect to an Underlying Asset which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.

## 6. Spreads

- All FX and CFDs available with the Company have spreads which appear on the Trading Platform and/or the Website. The Company has the right to amend its spreads at its discretion from time to time. Such changes shall be effected on the Trading Platform and/or the Website and the Client is responsible to check for updates regularly.

## 7. Leverage

7.1. The Company offers by default, leverage of 1:30 to the Major Currencies and the maximum allowable leverage levels for the rest of the instruments offered, as those are set by the applicable regulations or any other level as those may be amended from time to time and are made available to you on the Company's trading platform and website. For more information on the leverage offered in all instruments offered by the Company please refer to our website.

7.2. Using leverage increases the loss potential. For example, for a trading position with leverage 1:30, a favourable/adverse market movement of %0.5 will result in a %15 increase or loss respectively.

7.3. Higher leverage entails higher risks of loss. For example, for a trading position with leverage 1:50, an adverse market movement of %0.5 will result in a %25 loss while for the same trading position using leverage 1:100 the same adverse market movement of %0.5 will result in a %50 loss.

7.4. We reserve the right to amend clients' leverage at any time at our absolute discretion. We will endeavour to give reasonable notice beforehand however due to the volatile nature of markets this may not always be possible.

7.5. The information about leverage changing is in the Personal Area. If the information on the Website contradicts information in the Personal Area, the priority is information in the Personal Area. Should you have any questions or enquiries, please don't hesitate to contact FP Markets Ltd

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