

## CLIENT'S AGREEMENT

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## CHAPTER 1: GENERAL - TERMS AND CONDITIONS

### 1. Introduction

- 1.1** ORO FINTECH LTD (hereinafter referred to as the "Company") is a limited liability company incorporated and registered under the laws of Seychelles with company number 8425077-1. The registered office of the company is located at Suite 3, Global Village, Jivan's Complex Mont Fleuri, Mahe, Seychelles. The company is authorised and regulated by the Financial Services Authority in Seychelles (hereinafter referred to as "FSA"), under the license number SD046 for the provision of the investment services specified in this Client Service Agreement as permitted under the Seychelles Securities Act 2007 (hereinafter referred to as the "Agreement").
- 1.2** The Agreement is entered by and between the Company on the one part and the client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a client (hereinafter called the "Client" or "Customer") on the other part.
- 1.3** The Client is requested to read this Agreement carefully before accepting this Agreement and start using the Company's services. The Client's access to the Company's service/s would be subject to the Client's acceptance of and compliance with the terms written herein.
- 1.4** This Agreement, together with all relevant documentation which can be found on the Company's website (namely "Risk Warning", "Terms of Use", "Privacy Policy", "Handling Complaints Policy", "Order execution Policy", "Conflicts of Interest"), as amended from time to time, set out the terms upon which the Company will offer Services to the Client and shall govern all activities of both parties during the course of the Agreement.
- 1.5** The relationship between the Client and the Company shall be governed by this Agreement. As this Agreement is a distance contract, signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where the Client, wish to have a signed Agreement, then the Customer should print and send 1 (one) copy to the Company, where the Company will sign and stamp the Agreement and send a copy back to the Customer.
- 1.6** The Agreement shall take effect and commence after the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks and the Company accepts the submitted documents as sufficient. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (as the case may be) have been duly satisfied. It is further understood that the Company

reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

**1.7** This Agreement supersedes any previous agreement between the Client and the Company on the same subject matter and takes effect when the Client indicates his/her acceptance via the Website. This Agreement shall apply to all transactions contemplated under this Agreement.

**1.8** By accepting this Agreement, the Client acknowledges and agrees that the relationship between the Company and the Client (including any transactions, trading account and activity) is governed by the Regulatory Framework of Seychelles. The Company as a Securities Dealer, regulated and licensed by the Financial Services Authority of Seychelles, provides its services and operates in an international and non-European regulatory environment. For the purposes of this Agreement, the place of business is Seychelles. Legal proceedings and actions shall be settled in the Courts of Seychelles, being the exclusive jurisdiction of the Company.

**1.9** Furthermore, the Client understands and agrees that the official language of the Company is English.

## 2. Definitions

Capitalized terms shall have the following meaning unless otherwise stated in the Agreement:

**Access Codes** - shall mean any credentials provided by the Company for accessing the Company's trading platform or credentials used by the Customer to access the Company's Customer Account;

**Agreement** - shall mean this Agreement between the Customer and the Company, which also includes relevant documents located on the Website such as: (a) Conflicts of Interest Policy, (b) Customer Categorization Policy, (c) Privacy Policy, (d) Risk Disclosure Statement, (e) Order Execution Policy and any other provisions that the Company may publish on the Company's Website from time to time.

**Applicable Regulations** - shall mean (a) 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 Seychelles.

**Balance** – the sum held on behalf of the Customer on its Customer Account within any period of time.

**Balance Currency** – the monetary unit or denomination in which the Customer's Account balances, commission fees and payments are nominated and calculated.

**Base Currency** – the first currency in a currency pair;

**Business Day(s) or Trading Day(s)** - shall mean any time from Sunday 07:00 am GMT ending at Friday 21:00 GMT; Customer shall mean any natural or legal person to whom the Company provides investments and/or ancillary services;

**Client/Customer** - shall mean the individual person, legal entity or firm which has completed all the necessary requirements that the Company asks for account opening, and has been approved as a Client of ORO-FINTECH LTD.

**Company** – shall mean ORO FINTECH LTD, a limited liability company incorporated and registered under the laws of Seychelles with company number 8425077-1 and with registered office's address at Suite 3, Global Village, Jivan's Complex Mont Fleuri, Mahe, Seychelles, authorised and regulated by the Financial Services Authority in Seychelles (hereinafter referred to as "FSA"), under the license number SD046.

**Company's Website** - shall mean the Company's Website [www.global.fxoro.com](http://www.global.fxoro.com)

**Customer Account or Trading or Live Account** – the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Customer. The Agreement may use the word Trading Account or Customer Account or Live Account interchangeably, which all have the same meaning; Close Position - deal of purchase (sale) covered by the opposite sale (purchase) of the contract.

**CFD** – a contract for differences. A financial instrument which is derived based on the fluctuations in the price of the relevant underlying asset;

**Markets** - shall mean the international financial, commodities and other applicable markets, where contract rates are being fixed upon free trade, and any other related markets where various financial assets are traded;

**Parties** - shall mean the parties to this Agreement – the Company and the Client.

**Platform** - shall mean Platform: any information, software and hardware used by the Company for the purpose of providing Services to the Customer in accordance with his agreement;

**Services** - shall mean the services to be provided by the Company under this the Agreement;

**System** - shall mean an electronic system designated to facilitate trading in Financial Contracts via the internet using the Company's platform as defined above and which is subject to all terms of this Agreement;

**Transaction** - shall mean purchase/sale of a Financial Instrument for a fixed price.

### 3. Services

**3.1** As per the definition of the Act, a Securities Dealer means a person:

- (a) who carries on the business of dealing in securities, or
- (b) who holds himself out as conducting such business described below:

- (i) makes or offers to make an agreement with another person to enter into or offer to enter into an agreement, for or with a view to acquiring, disposing of, subscribing for or underwriting securities or in any way effects or causes to effect a securities transaction;
- (ii) causes any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing;
- (iii) participates as a Securities Dealer in any transaction in a security occurring upon securities exchange;
- (iv) receives as a Securities Dealer an order to buy or sell a security which is executed; or
- (v) manages a portfolio of securities for another person on terms under which the first mentioned person may hold property of the other person.

## 4. Membership Eligibility

- 4.1** The Services are available only to the Company's Clients and may be used by Companies or individuals who are eligible to form legally binding contracts under the laws applicable to their country of residence. Without limiting the foregoing, the Company's Services are not available to persons under the age of 18 or otherwise under legal age ("Minors").
- 4.2** If the individual does not qualify, he should not use the Company's Website. For the avoidance of doubt, the Company shall not be responsible for any unauthorized use of the Company's Services by Minors in any manner or way. Furthermore, the Company's Services are available only to and may only be used by individuals who have sufficient experience and knowledge in financial matters to be evaluating the ability of merits and risks of acquiring financial instruments via this Website and have done so without relying on any information contained in this Website.
- 4.3** The Client shall bear the sole responsibility for any decision made and / or made by him/her relying on the content of the Website.
- 4.4** According to the relevant laws regulating the financial markets, all those registered with the Company will have to provide the following documents:
- A proof of identity: a scanned coloured copy of the Client's passport, national Identity card or driving license. The Client's personal details including serial number, picture, signature, issue and expiry dates must be clearly visible.
  - Proof of address (not older than 3 months), which can be a stamped bank statement, utility bill (electricity, gas, water, landline telephone), credit card statement, official residency certificate or rental agreement.

- Photocopy of means of payment (credit/debit card) hiding the middle eight digits, e.g. (1234xxxxxxx-4321) or swift confirmation from the bank (in case of bank wire transfer).

**4.5** The Client must provide true, complete and accurate information and provide the documents after registration. In case of any changes, these must be communicated to the Company immediately. The provision of false information will be considered an offense and will result in the immediate cessation of any activity and to the account closure.

**4.6** The Client further agrees that the Company is under no obligation to accept any application for opening an account and that during or following the registration process, the Company may, at its sole discretion, reject an application including inter alia, due to the client's lack of appropriateness to understand the risks of financial instruments, offered by the Company and/or if the client does not meet the criteria of the Company's target market and/or applicable regulatory standards for verification of Client's identity, trading and economic profile.

## 5. Registration Information and Requirements

**5.1** When the Client register for the Services, the Company through its Website will ask him/her to provide identification information.

**5.2** The Customer will be provided with Access Codes and he/she is held responsible for securing his/hers Access Codes for his/her account with the Website. The Client is held solely responsible for any act or omission or any damage caused that he/she may bear, due to any act or omission by him/her or any irregular or inappropriate use of his/her account. The Client agree to provide true, accurate, current and complete information about himself/herself during the registration process and after, and he/she agree not to impersonate any person or entity, misrepresent affiliation with any another person, entity or association, use false headers or otherwise conceal his/her identity from the Company for any Purpose.

**5.3** If the Client is registering as a business entity, he/she hereby declare that he/she has the authority to bind to this Agreement that entity. The Company treats with care the information that the Client's entrust to it, in accordance with the disclosure policy it provides during the registration process and the Privacy Policy. Without limiting the foregoing, the client understand that laws regarding Financial Instruments vary throughout the World and it is the Client's obligation alone to ensure that he/she comply fully with any law, regulation or directive, subject to the Client's country of residency with attention to the use of the site. For avoidance of doubt, the ability to access the Company's Website does not necessarily mean that the Company's Services, and / or the Client's

activities through it, are legal under the Laws, Regulations or directives relating to the Client's country of residency.

#### **5.4 RIKS ACKNOWLEDGEMENT**

The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Financial Instruments is:

- highly speculative;
- may involve an extreme degree of risk; and
- is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

#### **5.5 The Client unreservedly acknowledges, recognizes, understands and accepts that:**

The Client hereby declare that the money invested in his/her account with the Company do not originate from money laundering proceeding, drug trafficking, abduction, or any other criminal or illegal activity.

#### **5.6 Moreover, the Client hereby confirm not to use the Trading Platform or enter into any Transaction or give an Order within the definition of market abuse or in any other abusive way. This includes usage of server latency and/or lag trading, price and/or time manipulation, scalping or any other practices which are considered illegal and are used in order to provide an unfair advantage to the Client. Furthermore, the Company has the right, at its sole discretion, to consider any practices as unfair business conduct and/or inappropriate and/or outside the scope of this Agreement. Those practices may also include holding long and short positions at the same time or similar instruments at similar times, including through altered accounts, accounts held with different entities**

connected to the Company and/or accounts linked to others, in order to manipulate or exploit the Company or any of its offered services and advantages.

## **6. Limited License**

#### **6.1 The Company grants the Client a non-exclusive, non-transferable and limited personal license to access and use the Website (the "License"). The License is conditioned on the Client's compliance with the terms continued and conditions of this Agreement. Every Customer will be provided with a unique and confidential identification code, the Access Code, to be used by the Customer to access and operate their designated account via the internet.**

#### **6.2 It is the personal responsibility of the customer to ensure that this Access Code is safeguarded and under these terms and conditions the Customer hereby agrees that they will not hold the Company**

liable for any unauthorized use of the account. All purchasing of Financial Instruments through the System must be in accordance with the latest version of terms and conditions available on the website.

- 6.3** The Company reserves its right to change, cancel or amend any part of the terms and conditions. These will come into effect from the date of the amendment and the time that they are inserted into the Website. Confirmation of acquisition of a Financial Instrument occurs when the Financial Contract has been customized and the premium has been calculated and payment has been

verified and processed. The Client hereby agrees not to resell or permit access of the Website to others, through his/her license and not to copy any materials appearing on the site for resale or for any other purpose to others without prior written consent of the Company. For the avoidance of doubt, the Client shall be responsible and bound for any unauthorized use of the Website, made in breach of this section.

- 6.4** The Client agrees to use the information received from the information systems for the sole use of the Company for the execution of Transactions inside and within the Site. Further the Client agrees not to use electronic communication any feature of a Service on the Website for any purpose that is unlawful, tortuous, abusive, and intrusive on another individual's privacy, harassing, libellous, defamatory, embarrassing, obscene, hateful or threatening.

- 6.5** The Company has the right to terminate this Agreement, if the Company believes that any information provided by the Client, including client's e-mail address, is no longer current or accurate, or if Client fail to otherwise comply with any term or condition of this Agreement and all rules and guidelines for EACH service or that the Company may establish or believe that the Customer have abused in any way (including but not limited to engaging in a transaction out of market rates) the Company's trading platform. Upon such a violation, the Client agrees to cease accessing Services. Further, the Client agrees that the Company, at its sole discretion and with or without notice, may terminate his/he access to any or all Services, close his/her open Transactions and remove and discard any information or content within a Service.

## 7. Risk Disclosure

- 7.1** The Client agrees to use the Website at his/her own risk. Without limiting the foregoing, the Services contained within this Website are suitable only for Customers who are able to bear the loss of all the money they invest and of any losses that might exceed their total amount of capital invested and understand the risks and who have experience in taking risks involved in Financial Markets. The possibility that exists is that the Client could sustain a loss of all or some of his/her initial investment and therefore he/she should not invest money that he/she cannot afford to lose. The Client's should be aware of the risks associated with all Forex/CFDs trading and seek advice from independent financial advisor if the Client has any doubts or questions.



## 8. Financial Information

**8.1** The Company may make available to the Client - through one or more of its Services a broad range of financial information that is internally generated or obtained from agents, vendors or partners ("Third Party Providers"). This includes, but is not limited to, financial market data, quotes, news, analyst opinions and research reports, graphs or data ("Financial Information"). Financial Information provided on this Site is not intended as investment advice. The Company does not endorse or approve the Financial Information, and the Company make it available to the Client only as a service for the Client's own convenience.

## 9. Provision of Services Cancellation

**9.1** The Company reserves the right at its sole discretion to refuse, cancel the Services, and / or refuse to distribute profits to anyone for any legitimate reason including, but not limited to:

- any instance when the Company has reason to believe that a person's activities on the Website may be illegal;
- any instance where the Company may suffer any tax, regulatory, or pecuniary disadvantage by Virtue of anyone's business;
- any instance where one or more transactions on the Website are judged by the Company to have been performed in violation of this Agreement.

## 10. Limitation of Liability

**10.1** The Company will not be liable for any loss, liability or cost suffered or incurred by the Customer as a result of providing Services as described in this Agreement unless the loss, liability or cost is caused by the Company's gross negligence, wilful default or fraud committed while acting on the Customer's instructions.

**10.2** The Company will not be liable for any loss, liability or cost which the Customer may suffer or incur as a result of the negligence, wilful default or fraud of any third party (e.g. bank, electronic payment provider etc.), which the Company has taken reasonable care in appointing.

- 10.3** Neither the Company nor any third party who acts on the Company's behalf in providing a service to the Customer, whether affiliated to the Company or not, nor the Company or its directors, officers, agents or representatives, will be liable to the Customer (except in the case of fraud as above) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Customer may suffer or incur due to loss of use, loss of data or loss of profits, emanating from or related in any way to carrying out Transactions or to use of Services, or for delay in use of Services or incapability of carrying out Transactions or using Services or for unprovided Services or any information, software, product, Service and additional graphics obtained by the Services or emanating from any other manner of using of Services either by relying on agreement or by tort, either by absolute liability and/or any other cause; however the loss, liability or cost is caused and regardless of whether it was foreseeable or not.
- 10.4** The Company not responsible for any problems or technical malfunction of telephone network or lines, computer online systems, servers or providers, hardware, software, failure due to technical or traffic congestion problems on the Internet or on any of the site or services.

## 11. Anti-Money Laundering Provisions

- 11.1** No person shall abuse this site for the purpose of money laundering.

The Company is obliged to follow certain requirements as set out by the laws of Seychelles, for the prevention and suppression of money laundering activities. It is thus required by licensed entities for trading in financial and commodity based derivative instruments and other securities to obtain certain verification documents from the Company's Customers. The Company keeps with the following policies and procedures designed to detect any risk of failure by the Company.

- 11.2** The Company may also request from the Customer to inform the Company on how the money being invested have been obtained/accumulated. This process may require proof of certain documentation.
- 11.3** The Company may use the Customer Information in order to carry out credit, anti-money laundering and fraud prevention checks and to exercise and/or defend the Company's legal rights.
- 11.4** The Company reserves the right to refuse to do any business with and to reverse the transactions of Customers in accordance to the AML Requirements and policies. All requested information must be provided upon registration for all traders. The Company may keep all the relevant information that it has acquired for the Customer account opening procedure.

- Winnings will be paid only to the individual who INITIALLY registered to open a live account.

- When a customer maintains an account by means of telegraphic deposits, only winnings will be distributed to the holder of the originating bank account. When making deposits in this manner, it is the responsibility of the live trader to ensure that the trader's account number and registered name of the account owner transfers shall be made to the Company.
- When a customer funds by means of an account credit / debit card deposits, winnings will be distributed only to the individual whose name appears on the card used for the deposit to be made and will only be refunded back to the same card.
- The Company may, from time to time, at its sole discretion, require a customer to provide additional proof of identity depending, but not restricted on the Customer's classification or other means of identity verification required as it deems under the circumstances and may at its sole discretion suspend the account until such proof has been provided to its satisfaction.

## 12. Intellectual Property

- 12.1** All content, trademarks, service marks, trade names, logos and icons are the property of the Company or its affiliates or agents and are protected by Copyright Laws and International Treaties and provisions.
- 12.2** The Customer hereby agrees not to delete copyright notices or any other indications of protected intellectual property rights from materials that the Client print or download from the Website. The Customer will not obtain any intellectual property rights in, or any right or license to use the site or materials such as set out other than in this Agreement.
- 12.3** Images displayed on the Website are the property of the Company and the Customer agrees not to upload, post, distribute or reproduce any information, software or material protected by copyright other or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company and its affiliates or agents.
- 12.4** The Customer acknowledge that all intellectual property rights in this site (including but not limited to all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world belong to the Company and its affiliates and the Customer shall have no rights in or to the site other than the right to use it in accordance with the terms of this license.

## 13. Indemnification

- 13.1** The Client acknowledge that he/she is solely responsible and personally liable for any and all actions and orders to be executed in his/her account, including the settlement of any Transaction, whether performed by the Client in person, or through a written confirmation indicating his/her consent to a member of the Client's family, any other third party who has gained access to his/her account, or the Company's employees carrying out the Client's orders, the Client further agrees that neither the Company nor its employees or anyone on its behalf shall be liable in any way whatsoever to the outcomes or consequences of such actions and/or orders.
- 13.2** The Client is responsible for ensuring that only he/she shall control access to his/her account, and that no minors are granted access to trading on the System. In any case, the Client remains fully liable for any and all positions traded on his/her account, and for any credit card transactions entered into the site for the Client's account. The Client shall also indemnify the Company in respect to all costs and losses of any kind, whatsoever as may be incurred by the Company as a result, direct or indirect, of his/her failure to perform or settle such a transaction.
- 13.3** The Client agrees to indemnify and hold harmless ORO FINTECH LTD and its officers, directors, Employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, loss, and expenses, including without limitation reasonable attorney's fees and costs: For any Transaction in any way connected with (i) his/her access to use the Website or Services, (ii) his/her violation of any of the terms of this Agreement, or (iii) any breach of the applicable Laws that apply to Client.

## 14. Termination

- 14.1** The Customer has the right to terminate the Agreement by giving the Company at least seven (7) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Customer's Open Positions shall be closed by the date of termination.
- 14.2** The first day of the notice shall be deemed to be the date such notice has been received by the Company.
- 14.3** The Company may terminate the Agreement by giving the Customer at least seven (7) days written notice, specifying the date of termination therein.
- 14.4** The Company may terminate the Agreement immediately without giving 7 days notice in the following cases:

- i. Death of the Customer;
- ii. If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Customer are taken;
- iii. Such termination is required by any competent regulatory authority or body;
- iv. The Customer violates any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;
- v. The customer violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
- vi. The Customer involves the Company directly or indirectly in any type of fraud.

**14.5** The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Customer shall pay:

- i. Any pending fee of the Company and any other amount payable to the Company;
- ii. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- iii. Any damages which arose during the arrangement or settlement of pending obligations.

**14.6** In case of breach of this Agreement by the Customer the Company reserves the right to reverse all previous transactions which places the Company's interests and/or all or any its Customers interests at risk before terminating the agreement.

## 15. Miscellaneous

**15.1** These terms and conditions of use are governed by and will be construed in accordance with the laws of Seychelles.

- 15.2** This website can be accessed worldwide. ORO FINTECH LTD is located in Seychelles. By clicking "I accept" below and entering the Company's website, the Client confirms that he/she agrees to be bound by the following terms and conditions of use of the Company's Website
- 15.3** The Company shall not be liable to the Customer for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond the Company's control (Force Majeure).
- 15.4** Force Majeure shall include the following but is not limited to any cause beyond the Company's control:
- 15.5** Acts of God, war, fire, flood, explosions, strikes or other industrial disputes. Any breakdown, or interruption of power supply, or failure of transmission or communication or computed facilities or other strikes or similar industrial action or hacker attacks or other illegal actions on the Company's trading server; the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates to, or the imposition of limits or special or unusual terms on trading in any such market or on any such event.

## 16. Notices and Communication

- 16.1** Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Customer under the Agreement shall be in writing and shall be sent to the Company's mailing address which appears on the first page of the Agreement or to any other address which the Company may from time to time specify to the Customer for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.
- 16.2** The Agreement is personal to the Customer who does not have the right to assign or transfer any of his rights and/or obligations hereunder.
- 16.3** The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in the Agreement.
- 16.4** All communication or information or notices shall always be provided by the Company to the Customer solely via means other than on paper which may include electronic communication means including but not limited to the e-mail address provided by the Customer during the registration process or via the Website or via the Trading Platform.
- 16.5** It is the Customer's responsibility to inform the Company of any change to Customer's email address (or any other relevant personal information), the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

- 16.6** The Company reserves the right, at its own discretion, to confirm in any manner the instruction or Orders or communications sent through the Trading Platform and the customer accepts the risk of misinterpretation or mistakes in the instructions or Orders sent by the Customer or an Authorized Person, regardless of how they have been caused, including technical or mechanical damage.

## 17. Personal Data and Confidentiality

- 17.1** The Company has established a Privacy Policy, available online, which forms part of the contractual documentation governing the business relationship between the Company and the Client.
- 17.2** Client's information collected directly from the Client or indirectly from third parties shall be treated as confidential and shall be used only for specific purposes in relation to the provision of Company's services and the maintenance of the business relationship. Transfer of Client's data to third parties shall be conducted in accordance with the provisions of the Privacy Policy.

## 18. Record Keeping

- 18.1** Client acknowledges that the Company shall retain records of Client's trading activity, due diligence, ongoing monitoring and identification documents, communication, deposits/ withdrawals and other information deemed necessary, for a retention period of 7 years from termination of the business relationship or the execution of an occasional transaction. Client acknowledges that such records constitute the Company's property and can be used as evidence in case of disputes and/or court proceedings. The Company might provide copies of such records to regulatory authorities upon request and without Client's consent.

## 19. Applicable Law and Regulations

- 19.1** This Agreements, as well as the business relationship between the Company and the Client are governed by the Laws of Seychelles. Any disputes arising in connection with this Agreement shall be settled in the court in Seychelles. Client can submit complaints to the Company in accordance with the Handling Complaints Policy available on the Company's website.
- 19.2** The Company is entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

## 20. Language

**20.1** The Company's official language is the English language. Information provided in other languages is for informational purposes only and do not have any legal effect whatsoever nor bind the Company regarding the correctness and accuracy of the information therein.

## CHAPTER 2: CLIENT'S MONEY AND ACCOUNT

### 1. Client's Money

- 1.1** The Company shall take all possible steps to ensure that clients' funds are safeguarded and kept in segregated bank accounts from Company's own funds. Separate accounting records shall be maintained and kept at all times updated defining client's and Company's funds. The Company shall be refrained from using clients' funds for its own account. Client's funds might be held with a bank, intermediate broker, clearing house ('third party') located in Seychelles or in any other country. The Company uses MCA Intelifunds Ltd (HE 270891 of Limassol Cyprus) for processing purposes. In the event of third party's insolvency or bankruptcy, the Company might submit a claim against the third party however, the funds to be received might be insufficient to cover the total amount of all Clients' claims. The Company is excluded from any responsibility or liability for any incurred losses.
- 1.2** Any profits accruing from Client's trading activity shall become supplementary to Client's trading Account. All losses incurred by the Client's trading activity shall be deducted from the Client's trading Account and available funds.
- 1.3** The Client agrees to waive any of his rights to receive any interest earned in the money held in the Bank Account/s used to deposit client's funds and understands that the Company might benefit from such interest earned to cover registration /general expenses / charges / fees and interest related to the administration and maintenance of the Bank Account/s.

### 2. Deposits

- 2.1** The Company shall allow the Client to fund the trading Account at any time during the business relationship with the Company. Deposits will be made in the currencies accepted by the Company. Cash deposits are prohibited. Deposits will be accepted by credit / debit card or bank wire or any other method acceptable by the Company from time to time.
- 2.2** The Company might request from the Customer to provide supporting documentation to confirm and verify the source of funds deposited to the trading Account. The Company retains the right to reject Client's deposit if the Company considers that the submitted documentation does not verify the legality of the source of funds. The Company might refuse a deposit and/or withdrawal request if the Client's information (i.e. passport / ID, e-mail, telephone number, address) is not yet verified.



**2.3** Following a client's deposit, the funds (cleared from any costs/ charges) will be transferred to the Client's trading Account within one business day from receipt of the cleared funds to the Company's bank account. The Company bears no responsibility for any losses if during this processing period, the Client's trading account reaches a stop-out. In the event of delays, and if the funds sent are not yet deposited, the Client shall inform and request from the Company to conduct a banking investigation. The costs for such investigation shall be paid exclusively by the Client and deducted from the Client's Account or paid directly to the banking institution. During the investigation, the Client might be requested to provide additional information.

**2.4** If at any time, during the term of this agreement, the margin available on the account is insufficient to cover the margin requirement, the customer is obliged either to reduce the volume and/or amount of position(s) or transfer adequate funds to the account.

**2.5** Any promotions / bonuses / rebates / trading benefits awarded to the Client might not be withdrawable except if the Company informs the Client in advance and in writing. The Client shall read the relevant terms before accepting any of the aforementioned.

**2.6** Any deposit in foreign currency to the Client Account, shall be converted into the currency of the designated Client Account. The Client acknowledges and agrees that the Client shall undertake all risks deriving from any such conversion and in particular, without prejudice to the generality of the above, the risk of loss which may be incurred as a result of fluctuations in exchange rates. The Company retains the right to charge currency conversion fees as per the Cost and Charges policy.

### 3. Withdrawals - Refunds

**3.1** The Company shall proceed with execution of a Client's withdrawal/refund request, upon receiving the relevant withdrawal/refund request. In order to enable the Company to proceed, the following conditions shall be met:

1. Withdrawal/refunds form shall be duly completed and signed by the Client.
2. The account in receipt belongs to the Client.
3. Client can withdraw/refund funds which are not used for margin covering and in case the available free margin exceeds the amount to be withdrawn including applicable withdrawal cost.
4. The instruction is to return the withdrawable/refundable amount to the originating venue/ remitter (i.e. funding account) from which the funds were initially deposited or in exceptional cases (i.e. if disputes arise) to a bank account belonging to the Client after providing relevant documentation verifying ownership of the bank account.
5. The Client's Account has sufficient funds, and processing of a withdrawal request will not result in a Margin Call.

6. Client has successfully completed KYC and Due Diligence Process and has provided all required documentation.
  7. There is no Force Majeure event which prohibiting the Company from effecting the withdrawal/refund.
- 3.2** The Company shall process the request as per the time period specified on the Company's website, taking into consideration that the aforementioned conditions are fully met. Transfer of withdrawn/refunded funds to the Client's personal bank account might be delayed due to the Client's Bank Account provider. The Company shall not be held accountable for the period of funds' transfer. Withdrawal/refund requests to anonymous accounts are prohibited.
  - 3.3** In order to secure the identity of the Client, the Company must receive sufficient information about the transfer from the sending bank to make a certain identification of which Client and which account the funds shall be registered on. Therefore, the Client understands and accepts that the Company shall credit the Account only when all details of the transfer are clarified, and therefore there is no certainty the Account shall be credited immediately upon the Client's transfers order to the relevant bank.
  - 3.4** Withdrawal fees may apply. Client shall refer to the Company's website for information on the applicable fees. Withdrawal and transfer fees of third parties will be paid exclusively by the Company, permitting the Company to debit the Client's Account for the relevant charges. In cases that the Client provides wrong instructions during the submission and execution of a withdrawal request, the Client shall bear the said cost. If during the execution of a withdrawal request, mistakes made by the Company are affecting the Client and the total amount to be received, the Company shall bear any cost.
  - 3.5** The Company might decline a Client's withdrawal request specifying a particular transfer / payment method and the Company has the right to suggest an alternative, where the Client is required to proceed with a new withdrawal/refund request. The Company reserves the right to send Client's funds only in the currency of Client's deposits.
  - 3.6** In the event of profit withdrawal, the relevant funds shall be sent to the Client's originated funding method.
  - 3.7** The Company might decline a withdrawal/refund request and reverse the transaction by depositing the relevant funds back to the Client's Account, net of any charges / costs imposed by Client's Bank Account providers, if the Company considers that they documentation provided by the Client is insufficient.
  - 3.8** In the event of Account's termination, the remaining funds to be withdrawn/refunded will be sent proportionally to the accounts used for depositing.

- 3.9** Internal transfer of funds shall be executed only between accounts of the same client, or of the same type. The Company shall process internal transfer requests in accordance with internal policies and reserves the right to decline such request.
- 3.10** In the event of a chargeback received with respect to any of the Client's deposits from a credit card issuer or other payment method for any reason, the Company shall have the right to immediately and without any notice freeze the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, immediately terminating any or all existing Positions, charging the Client's

Balance for the chargeback amount including all related costs, terminating this Agreement and/or any other means it is allowed or required, subject to Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.

- 3.11** The Customer authorizes the Company to make any deposits and withdrawals from the Bank Account on its behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken under this Agreement and all amounts which are payable by or on behalf of the Customer to the Company or any other person.

## 4. Client's Account

- 4.1** The Company offers different types of Client's Accounts with different characteristics, methods of execution and requirements. The Company will provide the Client with the Client Account for the operation of trading in CFDs, which will be activated after the Client's initial deposit.

## 5. Inactivity and Dormant Accounts

**The company may charge the following fees:**

### 5.1 Inactivity Fee

After one (1) month of non-use of the Client's trading account ("Inactivity Period"), and for every successive Inactivity Period, an inactivity fee will be deducted from the Client's trading account. The inactivity fees are as follows:

For the first 11 months of Inactivity Period, the Client will be charged per month:

USD Account: \$20, EUR Account: €20, GBP Account: £20, CHF Account: CHF20

In the 12th month of inactivity, the fee will be:

USD Account: \$100, EUR Account: €100, GBP Account: £100, CHF Account: CHF100

After the 12<sup>th</sup> month, the cycle repeats, with a \$20 (or equivalent subject to Client's relevant currency-based account) charge for the next 11 months of inactivity, followed by the \$100 (or equivalent subject to Client's relevant currency-based account) charge in the 12<sup>th</sup> month of inactivity. This pattern continues each year as long as the account remains inactive.

The inactivity fee should be taken from Client's that do not have any open positions and who didn't trade for 1 month (from the time the last position was closed). The fee will be discontinued the moment the account is no longer deemed inactive, following new trade order for example. The deductions will be executed until the account balance is zero. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed.

## **5.2 Administration / Maintenance Fee**

After 12 consecutive months of non-use of the Client's trading account ("Annual Inactivity Period"), an administration fee will be deducted from the available balance of the Client's trading account.

This is to offset the cost incurred in making the service available, even though it may not be used.

This fee is outlined below and is subject to Client's relevant currency-based account: USD Account: \$100, EUR Account: €100, GBP Account: £100, CHF Account: CHF100

## **5.3 Dormant Fee**

Any account that it has available balance and it has been open throughout a period of 5 years (60 months) or more and during that period no transactions have been carried out, then the account would be considered by the Company as a 'Dormant Account'.

As soon as the account is identified as Dormant, the Company has the right to notify the Client that the account will be deleted and the funds will be returned back to the origin bank account. In such event the Client has five (5) business days to contact the Company and request non-deletion of the account. If request for non-deletion is submitted the Client shall be required to submit updated verification documents for KYC and due diligence purposes within a time frame specified by the Company, in order to maintain the account active.

# **6. Company's fees**

6.1 The Company is entitled to receive fees from the Customer for the Investment Services provided as described in this Agreement as well as compensation for any expenses that might incur for the obligations that the Company will undertake during the provision and execution of the said Investment Services. The Company reserves the right to modify, from time to time, the size, the

amounts and the percentage rates of the fees and the Customer shall be informed of such changes, through the Company's Website, hence the Customer shall regularly monitor News and Announcements that the Company might issue/publish.

6.2 The Customer warrants, represents and undertakes that it is solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax, stamp duty, expenses or other levy that may be payable on any amounts paid to the Customer. Notwithstanding the foregoing, and without derogating from the Customer's sole and entire responsibility to perform tax payments, stamp expenses or pay other levy, the Customer shall pay the Company, immediately when so requested by the latter, and the Company is entitled to debit the Account with any value added tax or any other tax, contribution, levy, stamp duty, expense or charge which may be payable as a result of any Transaction or any act or action of the Company under this Agreement (except for taxes payable by the Company in relation to the Company's income or profits).

6.3 The Company shall have a lien on all the amounts which are deposited in the Accounts and on statements of Financial Instruments of the Customer, to the extent that there are remaining amounts due by the Customer to the Company. Before the exercise of the said right, which does not require the Customer's consent, the Company shall give the Customer notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.

6.4 In case the Customer fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the account/s of the Customer with the said amount and/or liquidate in the name of the Customer any of the Customer's Financial Instruments in view of covering the aforementioned amount.

6.5 By accepting this Agreement, the Customer has read and understood and accepted the information stated in this Agreement and/or found on the Website, in which all related commission, costs and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs and financing fees. All information relating to the aforementioned amendments will be available on the main website which the Customer must review during the period the Customer is dealing with the Company and especially before placing any orders with the Company. The Customer is deemed to have seen, reviewed and considered the Company's commission, costs and financing fees and any changes that the company may make thereto from time to time.

6.6 The Customer acknowledges and agrees that upon each Rollover, the Company will add or subtract the interest adjustments applicable to the relevant assets, including a spread. Similarly, all Share CFD Transactions will be subject to a daily credit or debit (depending on the position held by the Customer – Long\Short), calculated on the basis of the relevant InterBank interest rate of the currency in which the underlying share is traded and including a mark-up spread.

6.7 The Company may vary such interest rates calculation without notice when changes are to the Customer's advantage, or the grounds for changes are due to external circumstances beyond the

Company's control. Such circumstances are: (i) Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Company; (ii) Other changes in the general interest level, including in the money and bond markets; (iii) Changes in the relationship with the Company's counterparties (i.e. liquidity providers), which affect the Company's cost structures.

6.8 The Customer acknowledges and agrees that regarding the Swap fees: Swap costs or revenues are not applied to positions closed on the same day. Swap rates apply to positions that are still open at the end of the day. A 3-day swap is applied to positions that are not yet closed on Thursdays (equivalent to the value of the weekend) because the Forex market is valued at +2 days. On other days this practice is 1 day.

6.9 For currency conversions processed in the Customer's trading account, the Company will charge a Currency Conversion Fee for all trades on instruments denominated in a currency different to the currency of the Customer's trading account. The Currency Conversion Fee will be equal to 1.2% of the trade's realized profit and loss and will be reflected in the trading account after closing the position. The Customer authorizes the Company to subtract the Currency Conversion Fee from his/her Trading Account.

Example:

Client's trading account is denominated in EUR, EUR/USD rate is 1.11919 and NETFLIX price is 400\$. The Client opens a sell position of 1000 USD NETFLIX (0.01 lot) and makes a profit of \$20 (€17.87). In this example, the Company shall charge a daily Overnight Funding Fee (Swap), for holding the position open after a certain time, and a Currency Conversion Fee. The daily Overnight Funding Fee (Swap) will be -\$1.67 (-€1.49) i.e. 10 contract x Price of \$400 x daily Overnight Funding percentage of -0.04166%. The Currency Conversion Fee will be 1.2% of the client position's net profit i.e. (\$20 - \$1.67) \* 1.2% = -\$0.22 (-€0.19) Overall Net profit = \$(20-1.89) = \$18.11 (€16.18)

## CHAPTER 3: TRADING - TERMS AND CONDITIONS

### 1. Electronic Trading

- 1.1 The Client is hereby granted with a limited, revocable, personal, non-exclusive, non-transferable, non-sublicensable right, through the term of this Agreement, to install the Trading Platform on its computer/ device and use it solely for the purpose of obtaining the services set out in the Agreement.
- 1.2 From time to time, the Company shall have the right to add to, modify, or remove any of the Trading Platform(s) without liability under this Agreement. The Client agrees to accept such modifications as part of the Agreement.

- 1.3** By accepting this Agreement, the Client is entitled to apply for Access Codes in order to be able to access the Trading Platform and place orders for the purchase or sale of Financial Instruments and to trade on the Trading Platform with and through the Company, through a compatible Personal Computer / or any other device supported (i.e. smartphone) that is connected to the Internet or other network communications protocol (e.g. WAP). The Customer acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Customer's access to the Trading Platform or part of them in order to ensure the effective and efficient operation of its systems and in order to protect its own interests and the interests of its Customers. In such cases the Company may close any or all trading accounts of the Customer.
- 1.4** Client agrees and acknowledges that Access Codes will be kept secret. Client shall not disclose access codes to any person. The Client remains responsible to keep the access codes confidential and solely for own use. Client will be liable for all Orders given and/or deposits made through and under the Access Codes and any such Orders and/or deposits received by the Company will be considered as received from the Customer. Unauthorised access to client's account is prohibited and the Client shall be held accountable for any actions that might incur losses. Client shall not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform.
- 1.5** The Customer agrees not to use the Trading Platform in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Customer an unfair advantage or which the Company considers at its own discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct. Furthermore, the customer shall not use any software for the purpose of automatic/algorithm trading in the Account, or allow the use of a device which is performing transactions in any manner obstructing and/or interfering with the regular and ordinary carrying out of such transactions as contemplated by the Company (i.e. using expert advice software, auto clicker and similar software). In such a case the Company may, at its sole discretion, reverse all related Customer's trades and/or close any Open Positions of the Customers and/or close any or all trading accounts of the Customer and/or terminate this Agreement immediately under the provisions of paragraph 14 of the Chapter 1 of this agreement and/or take any measures at its absolute discretion.
- 1.6** Such practices may further include holding long and short Positions in the same or similar instruments at similar times, including through different accounts, accounts held with different entities connected to the Company or together with others, for the purpose of manipulating or taking advantage of the Company or any of the services and benefits it may offer.
- 1.7** The Customer acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted between the Customer and the Company or any other party, using the Internet or other network, network communications protocol, communication facilities, telephone, or any other electronic means.



- 1.8** Furthermore, the Client shall not use any software for the purpose of automatic/algorithm trading in the Account, or allow the use of a device which is performing transactions in any manner obstructing and/or interfering with the regular and ordinary carrying out of such transactions as contemplated by the Company (i.e using expert advice software, auto clicker and similar software).

In such a case the Company may, at its sole discretion, reverse all related Customer's trades and/or close any Open Positions of the Customers and/or close any or all trading accounts of the Customer and/or terminate this Agreement immediately and/or take any measures at its absolute discretion. Such practices may further include holding long and short Positions in the same or similar instruments at similar times, including through different accounts, accounts held with different entities connected to the Company or together with others, for the purpose of manipulating or taking advantage of the Company or any of the services and benefits it may offer.

- 1.9** In cases where a third person is assigned as an 'Authorized Representative' to act on behalf of the Customer, the Customer will be responsible for all Orders given through and under the representative's Access Codes. Unless the Company shall receive a written notification from the Customer for the termination of the said Authorized Representative's authorization, the Company will continue accepting instructions and/or Orders given by this Authorized Representative on the Customer behalf and the Customer. The Company requires 2 working days written notification for the termination of the authorization to a third party. The Company may refuse to approve the nomination of an Authorized Representative, or act upon any instruction from an Authorized Representative in: (i) the Event of Default; (ii) the event where the Company suspects that the disposal pursuant to the instruction submitted is made in violation of the Laws and Regulation, any other applicable laws and regulations, usual market practice, Market Rules, and including but not limited to legislation on money laundering, insider trading, or applicable bankruptcy or insolvency laws; or (iii) if the disposal will put the Customers or the Company at any economic or legal risk; (iv) if the Company suspects that the Customer or the Authorized Person are trading or otherwise using the Company's services in a fraudulent, manipulative or dishonest manner; (v) for any other reason whatsoever at the Company's sole discretion.

- 1.10** If the Customer wishes to terminate a nomination of an Authorized Person, the written notification for the termination has to be received by the Company with at least 5 days' notice prior the termination date. The Customer shall not allow any third party (including a relative) other than an Authorized Representative to use his Account, Access Codes or identity to access or use the Services (including by depositing funds from third parties) or the Trading Platform and the Customer shall be fully responsible for any activities undertaken on its Account by a third party using the Customer's Access Codes. The Customer undertakes to notify the Company immediately if it comes to his attention that his Access Codes are being used by an unauthorized third party.

- 1.11** The Customer acknowledges that the Company may elect not to take action based on Orders transmitted to the Company using electronic means other than those Orders transmitted to the Company using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Customer for failing to take action based on such Orders.



**1.12** The Company is not an Internet Service Provider nor is responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures. In the case of such electricity / communication/ Internet failures, if the Customer wishes to execute a position, then he must telephone the Company's operators on the phone line and give verbal instructions. The Company reserves the right to decline verbal instructions in cases the telephone recording system is not operational or in cases that the Company is not satisfied of the caller's/Customer's identity or in cases where the transaction is complicated or in cases where the quality of the line is poor. The Company further reserves the right to ask the Customer to give instructions regarding the Customer's transactions by other means that it deems appropriate. Client is aware that the functionality of the Trading Platform may vary between the downloadable platform, the Website platform and the mobile platform.

**1.13** The Customer agrees not to maintain two or more trading accounts with the Company, in order to get unfair advantages and/or multiple benefits and/or trading benefits/offers provided by the Company. In such a case the Company may, at its sole discretion, reverse all related Customer's trades and/or close any Open Positions of the Customers and/or close any or all trading accounts of the Customer and/or terminate this Agreement immediately and/or refuse to give to the customer any benefits and/or trading offers, and/or take any measures whatsoever at Company's absolute discretion.

**1.14** The Customer agrees that any trading benefit provided to him by the Company, might be removed in full by the Company from the Customer's trading account, at any time or following a Customer's withdrawal request after receipt of the benefit and immediately prior to the fulfilment (if fulfilment is possible) of the withdrawal request since the trading benefit will be considered to be materialized.

## 2. Orders – Instructions

**2.1** The Company shall receive, execute and transmit all Orders strictly in accordance with the Trading Conditions and in accordance with the Company's Orders Execution Policy. The Company will have no responsibility for checking the accuracy or the logic of any Order. Any Order given to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Customer's behalf.

**2.2** The Customer, using the Trading Platform, can give only the following Orders of trading character:

i. OPEN – to open a position; ii. CLOSE – to close an Open Position; iii. To add, remove, edit

Orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop

Any other Orders are unavailable and are automatically rejected. The Open or Closed Position confirmed cannot be cancelled by the Customer.

- 2.3** As provided herein, the Company may, in certain circumstances, accept instructions, by telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Customer's identity, and the Company is further also satisfied with the clarity of instructions. In case of an Order received by the Company in any means other than through the Trading Platform, the Order will be transmitted by the Company to the Trading Platform and processed as if it was received through the Trading Platform.
- 2.4** The Company reserves the right, at its discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the telephone. The Customer fully accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through the telephone, regardless of how they have been caused, including without limitation technical failures.
- 2.5** Once the Customer's instructions or Orders are given to the Company, they cannot be revoked except with the Company's written consent which may be given at the Company's sole and absolute discretion.
- 2.6** The Company shall not be held responsible in the case of delays or other errors caused during the transmission of Orders and/or messages via the Internet or other communications network, as well as for damage which may be caused by the unavailability of financial instrument, or a mistake in the bank account balance of the Customer. The Company shall not be held responsible for information received via the Internet or other communications network or for any loss which the Customer may incur in case this information is inaccurate.
- 2.7** The Customer acknowledges and agrees that the Company has the right at its sole discretion to close any transaction, without providing prior notice to the Customer, in the following circumstances:
- (i) if the underlying asset or contract on which the transaction is based, it settles on an expiry date as determined by the relevant Financial Market or Underlying Asset, at a reasonable time prior to such expiry date of such underlying asset or contract as detailed in the specific trading conditions available on the Company's website;
  - (ii) in the event of Force Majeure;
  - (iii) in the event of default;
  - (iv) upon or prior to Corporate Actions;
  - (v) upon reasonable suspicion that the Customer has breached one, or more provisions of this Agreement, and
  - (vi) upon notification or order from the applicable legal and regulatory authorities.
- 2.8** If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

**2.9** If at any time, the trading of a financial instrument is suspended, the Company shall suspend the trading and calculate the value of the underlying asset of the financial instrument with reference to the last traded price before the time of suspension, as reasonably determined by the Company, if no trading in that underlying asset is undertaken during the business day on which the suspension occurs. In the event that the aforesaid suspension continues for five (5) business days, the Company may decide, at its sole and absolute discretion, for a Closing Time and price of the relevant product. For a CFD Transaction whose market is suspended, the Company shall have the right to terminate the CFD Transaction at its discretion, and to amend or vary the margin requirements.

**2.10** If an underlying asset has ceased (or will cease) to be listed, traded or publicly quoted for any reason and is not immediately re-listed, re-traded or re-quoted on the relevant Financial Market or quotation system (including in the event of any insolvency of a company whose shares constitute an Underlying Asset), the Closing Time of the relevant CFD shall be a reasonable time prior to such time in which the Underlying Asset will cease to be listed, traded or publicly quoted and the Company shall close all the relevant Transactions at the Closing Time.

**2.11** The Customer may submit to the Company in writing by e-mail or delivery by hand, his objection to the execution or the non-execution of a transaction and/or Order concluded on his behalf within one (1) working day from the conclusion of the transaction. Otherwise the transaction will be considered valid and binding on the Customer.

#### **2.12 Leverage**

The Company has the right to change the Leverage ratio for each Client Account, without prior notice according to the conditions described on the Company's Website. Client can also request a change of the leverage ratio. Such a change will lead to a recalculation of the Margin requirements for all of the Client's positions.

The Company has the right to limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

#### **2.13 Margin Close out Level**

**FIX Account:** Where the Client fails to provide Margin in clear funds received by the Company by the time at which the Client's Margin Level reaches 0% ("Close out Level"), the Company has the right to close out all Client's positions in his/her trading account, in relation to the Transactions for which the Client have failed to provide Margin.

**Floating account:** Where the Client fails to provide Margin in clear funds received by the Company by the time at which the Client's Margin Level reaches 25% ("Close Out Level"), the Company have the right to begin closing out the Client's positions in his/her trading account, in relation to the

Transactions for which the Client have failed to provide Margin, starting from the most recent position ('Last In, First Out - LIFO').

Where the Margin Level drops below 50%, 25% or 0% depend on the Client's account type, the Company will proceed with close out without further reference to the Client. There will be no further warning before close-out. Any such closing out under this Clause shall be performed in compliance with the Company's duty of best execution to the Clients, in accordance with the Company's Order Execution Policy.

**2.14** The Company has the right to set control limits in relation to Customer's orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:

- a. controls over maximum order amount and size;
- b. controls over the electronic systems and/or trading platforms to verify for example the Customer's identity during the receipt of the order; or
- c. any other limits, parameters or controls which the Company may deem required to be implemented.

**2.15** The Company may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular Financial Market or clearing house involved in any Transaction and the Customer shall have no claims against the Company arising out of the fact that an Order was not placed by the Customer ahead of the Company's cut-off time.

**2.16** The Company has the right at its discretion to increase or decrease spreads on Financial Instruments depending on market conditions. For information on how spreads and other costs can affect the transactions, please refer to the Company's Trading Conditions.

**2.17** All Future Contracts which are not closed by the Customer upon reaching their expiration date, will be automatically rolled over by the Company to the next contract's value date. When an automatic Rollover occurs, the Position's associated orders (Stop Loss, Take Profit) shall be automatically adjusted to the new future contract according to the difference between the old and new contracts on a proportionality. All pending orders (Buy Limit, Buy Stop, Sell Limit, Sell Stop) upon reaching the value date will be cancelled.

**2.18** The Customer acknowledges that it is the Customer's responsibility to make itself aware of the Closing Time and of any spread and/or Commission that the Company may apply when closing a transaction. Closing Times are available in the Company's website. Further, the Customer acknowledges that it is the Customer's responsibility to make itself aware of of adjustments, costs and Margin Requirements which may apply during the automatic Rollover.

- 2.19** The Company is under no obligation, unless otherwise agreed in this Agreement, to monitor or inform the Customer on the status of any Transaction or to close out any Customer's 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.
- 2.20** In case of force-majeure, hacker attacks and other illegal actions against the Trading Platform or any of the Company systems, or in the event of a suspension of trade in the financial markets or Underlying Asset relevant to the Financial Instruments of the Company, the Company may suspend, freeze or close the Customer positions and request the revision of the executed transactions.
- 2.21** The Company will make available, by posting on the Company's website and/or the Trading Platform, the current price applicable to a currency pair, commodity, index, share or any other financial asset or instrument, and offer the Customer the opportunity to submit an Order in respect of such asset. The Company expects that the current prices will be reasonably related to the actual prices of such Underlying Assets available in the market. The Company makes no warranty, express or implied, that the quoted prices represent prevailing market prices.
- 2.22** The detailed trading requirements, conditions, and specifications for each Financial Instrument are published at Company's website and can be amended from time to time. The Customer agrees to check them before placing any Order.
- 2.23** Corporate Action: If an Underlying Asset is subject to a Corporate Action, the Company shall set a Closing Time which shall be prior (if possible) to the Corporate Action's time (and in the event of dividends, prior to the Ex-dividend date) and close all the relevant Transactions at the Closing Time. The Company further reserves the right to determine the appropriate adjustment to be made to the Transactions' price or quantity as it considers appropriate to account for the diluting or concentrating effect of the Corporate Action. In the event of a distribution of cash dividends, the Company also reserves the right not to close the relevant Transactions and to credit or debit the Customer's Account (depending on the Customer's position – short or long) in the dividend amount, according to the Transaction quantity and minus any fee, if applicable, all as calculated by the Company. The Company's specific trading rules with respect to Corporate Action as well as any known future Corporate Actions are included in the Trading Conditions and presented on the Website.
- 2.24** It is the Customer's obligation and responsibility to ensure that it is fully aware of the Corporate Actions or other events related to any Underlying Asset on which its Transactions are based. The Customer acknowledges and agrees that not all Corporate Action can be known in advance.
- 2.25** Subject to the above, limit Orders, such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments is executed at the price declared by the Customer.

### 3. Refusal to Execute Orders

**3.1** The Customer acknowledges that the Company shall have the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- I. Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments; constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legalization of proceeds from illegal acts or activities (money laundering); and/or affects or may affect in any manner the reliability or smooth operation of the Electronic Trading Platform;
- II. Whenever the Order concerns the purchase of any Financial Instrument but there are no available cleared funds deposited with the Company and/or in the Bank Account to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Trading Platform. In calculating the said available funds, all funds required to meet any of the Customer's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Bank Account; The Company is not obliged to give reasons or notice as to the reasons for suspending, declining or cancelling Customer's orders or instructions. Moreover, in the event that the Company does decide to suspend or cancel an instruction, such cancellation will not affect any obligation which the Customer may have towards the Company or any right which the Company may have against the Customer or his assets.
- III. The Company has the right to refuse the execution of transactions on behalf of the Customer ordered via telephone if the actions of the Customer are not clear and do not include the following operations: opening position, closing position, changing or removing orders.

**3.2** Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. The Customer's Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for a period of one (1) year from placement. The Company has the right not to accept trading in any currency pairs, to be determined in its own absolute discretion, 2 minutes before and after a critical news release (e.g. breaking news events and economic indicators announcements).

**3.3** The Customer declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company to take action in relation to the above Paragraph.

## 4. Settlement of Transactions

- 4.1** The Company shall proceed with a settlement of all transactions upon execution of such transactions.
- 4.2** Upon Client's request a monthly statement of Account will be provided by the Company via the Trading platform, within five (5) working days from the end of the previous month. In case no transactions were concluded in the past month, the Customer is deemed to have lost his right to be informed. Any statement of account issued by the Company shall be final and binding on the Customer, unless the Customer has any objection in relation to such statement of account, which is communicated to the Company in writing and received by the Company within two (2) working days from the delivery of the statement of account.
- 4.3** In the case the Customer is able to have an online statement for his account on a continuous basis, then the Company is considered as having fulfilled its obligations under the above Paragraph and any objections of the Customer shall be valid only if received by the Company in writing within two (2) working days from the transaction under objection.

## **Schedule A – INVESTING IN SECURITIES**

This Schedule A sets out the specific terms that will apply to you when you invest in Securities on our Trading Platform. The terms in this Schedule A apply to you in addition to our Terms and Conditions, which apply to all our services and not just securities trading. Capitalised words in this Schedule A will have the same meaning which are given to those word in the Definitions – Interpretations section in our Terms and Conditions. If a term of this Schedule A conflicts with or differs from a term in our Terms and Conditions, this Schedule A will apply.

### **1. Our securities trading service**

1.1 You can buy and sell shares and stocks on the Trading Platform, as well as other securities that we may offer from time to time.

1.2. This Schedule only applies to buy transactions made without leverage. Therefore, our security trading services are differentiated depending on type of position you enter into, which country you reside in, and the market where the security is traded.

1.3 Securities such as shares are held in custody. Please see paragraph 9 – "Custody" below for more information.

1.4 We may be required to give your details (including your email address) and details of your shareholding to the company registrars. By trading securities on the Platform, you consent to us providing your identifying information to any requesting service provider of the company.

### **2. Limitations to our securities trading service**

2.1 We may provide factual market information and information in relation to any securities at your request. However, we are not obliged to disclose such information to you and, if we do supply this information, it does not constitute investment advice.

2.2 We will not be liable to you for any act or omission of any such third-party including but not limited to information provided by such third-party, except where we have acted negligently, fraudulently or in wilful default in relation to the appointment of the third-party.



2.3 The Trading Platform is not an exchange or a market. This means that you can enter into trades and investments with us on the Trading Platform, and not with third parties. Therefore, you can buy a security on the Trading Platform and sell that security on the Trading Platform.

2.4. We have the option to transfer your shares from/to another broker, provided that we are eligible to do so. However, it's important to be aware that there are associated fees with the transfer process. You can find more information about these fees under the clause 11 of this Schedule.

2.5 We do not permit "US persons" (as defined by the Internal Revenue Service "IRS") to invest in securities on our Trading Platform. If we allow you to trade in securities and then identify you as a US person, we may close any open positions you may hold and then block or close your FXORO account. We may also be required to deduct US withholding tax on income and gross proceeds from your investments in listed US securities on the Platform.

2.6 If you are not a US person, we will ask you to sign a W-8BEN form before we accept an order from you to invest in shares which are listed in the US. If you have not previously provided us with a valid W8BEN, and you already hold US shares, we will ask you to complete a W-8BEN. If you do not return the signed and completed W-8BEN form before the date we specify, we reserve the right to sell your US shares. You have an ongoing obligation to inform us if you are no longer eligible for W-8BEN status.

2.6 We will apply the default rate of taxes applied by the relevant tax authorities.

### **3. The key risks of securities trading**

3.1 All financial products carry risk, and even trading non-complex products, such as securities, will have a degree of uncertainty. The securities markets can be volatile, which means the prices of the securities can change rapidly, and therefore are unpredictable, which means that securities dealing is not suitable for everyone.

3.2 You should ensure you fully understand the risks involved before using our Services and if required take appropriate investment, financial, legal, tax and other necessary professional, independent advice. More information on the risks associated with trading CFDs is set out in our Risk Warning Notice. You should read this document and fully understand the risks before entering into this Agreement.

### **4. Conflicts of interest**

Please refer to our Conflict-of-Interest Policy for information on how we manage conflicts of interest that may apply to our services.

### **6. Placing an order**

6.1 Please refer to our Order Execution Policy for information on how you may place an order and provide trading instructions on the Trading Platform.

6.2 We execute your orders as soon as reasonably practicable, but sometimes there will be a delay between when we receive your order and when we are able to execute it. Where a delay occurs, there may be a difference between the market price of the securities that you were quoted and the market price on the exchange, which may or may not be to your benefit. The exchange is not required to accept your order and is not required to execute your order at the price that you were quoted.

6.3 Each order that you make is binding on you even where you have exceeded any limit on the Platform, and you must pay any sums due on any transaction immediately once the transaction has been entered into.

6.4 You are responsible for monitoring your orders until they are confirmed or cancelled, as we may not provide you with explicit written notification. You should contact us immediately if you are unsure about the status of an order.

## **8. Settlement**

8.1 Your security investments will settle in accordance with local markets. A settlement marks the official transfer of Transferable Securities to your Trading Account and the receipt of purchase price by the settler. Usually this occurs two (2) business days after the day the Order executes, however this may vary depending on the Transferable Security.

8.2 If you invest in a security, the consideration for the transaction and all applicable fees, charges and taxes for that transaction will be deducted from your account at the time of execution of the transaction. The security will be available for sale on your account prior to settlement of the transaction and your account will reflect this.

8.3 In the event of our insolvency, you may not have title to the securities that you have bought on the Trading Platform, where settlement has not yet occurred. This is the case even if the securities which you have bought are shown as available in your FXORO account. In these circumstances, you will be entitled to the amount that you paid for the securities, which will form part of your client money.

8.4 We are not liable for any losses, costs or expenses that you suffer as a result of any delay or change in market conditions either before we execute an order or before a transaction settles.

## **9. Custody**

9.1 You instruct us to arrange for any securities which you have bought on the platform to be held on your behalf until we receive further instruction from you to sell that security. This is called "custody" and means that we will be your "custodian".

9.2 We will hold the securities on your behalf in accordance with the Applicable Law or may arrange for the custody services to be provided by another company (this is called a "sub-custodian"). We are not liable for any acts, omissions, insolvency or dissolution of the sub-custodian, unless any losses which you incur have been caused by our fraud, wilful default or gross negligence.

9.3 When holding such securities on your behalf, we take measures to ensure their protection and for safeguarding your ownership rights, including:

- (a) keeping records and accounts enabling us at any time and without delay to distinguish assets held for you from assets held for any other client and from our own assets;
- (b) maintaining our records and accounts in a way that ensures their accuracy and, in particular their correspondence to the securities held for you;
- (c) conducting, on a regular basis, reconciliations between our internal accounts and records and those of sub-custodians; and
- (d) taking steps to ensure that any securities deposited with a sub-custodian are identifiable separately from any of our assets or any of the sub-custodian's assets.

9.4 Detailed records of all your securities held by the custodian or sub-custodian will be kept by us at all times to show that your securities are held on your behalf, for your benefit and do not belong to the custodian or any sub-custodian.

9.5 We exercise all due skill, care and diligence during the selection, appointment and periodic monitoring of the sub-custodian and over the arrangements for the holding and safeguarding of the securities.

9.6 Where your securities are deposited for safekeeping with a sub-custodian, there may be instances, if this is required by the law of the country where the securities are held, that the sub-custodian may have a security interest, lien or right of set-off over your securities enabling such sub-custodian to dispose of your securities, in order to recover debts that do not relate to you or the provision of services to you.

9.7 Your securities will be pooled together with our other clients' securities (we call this an "Omnibus Account") with a third-party depositary in the name of FXORO on behalf of our clients. In such case, it may not be possible to separate your securities from those of other clients.

9.8 In the event of the insolvency or any other analogous proceedings in relation to that third party, we may only have an unsecured claim against the third party on behalf of the client, and the client will be exposed to the risk that the money received by us from the third party is insufficient to satisfy the claims of the client with claims in respect of the relevant account. We do not accept any liability or responsibility for any resulting losses.

9.9 This also means that if we or our third-party nominee becomes insolvent, your securities may not be immediately identifiable by separate certificates, physical documents, or equivalent electronic entries on the register. Instead, any claim will be against the Omnibus Account, and therefore more time might be needed for us to identify which securities are yours, and which belong to a different client. As additional time might be needed, this might increase your risk of losing money. In addition,

if there is an unreconciled shortfall caused by the default of a custodian, you may share proportionately in that shortfall.

9.10 You agree that because of the nature of Applicable Laws or market practices in overseas jurisdictions, it may be in your best interest for your securities to be registered or recorded in our name or in the name of the sub-custodian, the nominee or any applicable delegate. If it is not possible for us to do this, then:

(a) your securities may be registered or recorded in the name of the company/issuer, subcustodian, the nominee or any applicable delegate as the case may be;

(b) your securities may not be segregated and separately identifiable from the securities of the company/issuer, sub-custodian, the nominee or any applicable delegate; and

(c) as a consequence, in the event of a failure, your securities may not be as well protected from claims made on behalf of our general creditors. You should note that when we arrange for a third-party to hold your securities overseas there may be different legal and regulatory requirements than those applied in the Republic of Cyprus.

9.11 You agree that you will not try to sell, mortgage or otherwise deal in or part with the securities which we hold for you.

9.12 If you have not instructed us about the securities in your FXORO account (e.g., to sell the securities) and we are unable to trace you despite having taken reasonable steps to do so we will stop treating your securities as client assets after a prescribed period of time, in accordance with Applicable Law. We will try to contact you before we do this.

## **10. Corporate Events**

10.1 A "Corporate Event" is something which will result in a change to one or more financial instruments. Examples of Corporate Events include, but are not limited to, share consolidations, share splits, reorganisations, mergers, take-over offers (and similar), name changes and rebranding, dividend distributions, insolvency, delistings and changes to Applicable Law or regulation.

10.2 If a Corporate Event impacts a security in your FXORO account, we will use reasonable endeavours to adjust the securities in your account in a way that is fair and which aligns with market practice, depending on the circumstances of each event and according to our sole discretion, although we are not obliged to do this. Adjustments may include changing the price or quantity of securities in your account, to reflect the economic equivalent of such rights.

10.3 Notwithstanding paragraph 10.2, we reserve the right to close out any open positions impacted by a Corporate Event (including delistings and insolvency) in a fair way and taking into account the treatment we may receive from our counterparty and/or any relevant third party. In this respect we may make any required adjustment (price, quantity or any other adjustment) resulting from the

Corporate Event as may be applicable. We may close out open positions prior to or following such Corporate Events, at our sole discretion.

10.4 Actions taken by us to adjust the securities in your account after a Corporate Event may create tax liabilities for you. We may deduct tax when making adjustments, however it will be your responsibility to satisfy these liabilities if we did not make such deduction. We may claim or reclaim tax credits on dividends or other income on securities.

10.5 If you are holding securities, such as shares, which grant you the right to receive a dividend or interest payment from a company, provided that you have held such shares prior to and on the relevant ex-dividend date, we will pay this money into your FXORO account on receipt by us. We may deduct from this payment any applicable tax however it will be your responsibility to satisfy these liabilities if we did not make such deduction.

10.6 If the underlying market on which your security is traded is suspended, you will not be able to place any sell orders on those securities, and we will not be able to execute any sell orders which you have already placed on those securities until the market recommences trading. We cannot guarantee that your order will be executed immediately when the market recommences trading, and we may be required to wait until there is enough demand to buy your security.

10.7 Where a Corporate Event results in a fractional entitlement to part of a security, we will use reasonable endeavours to aggregate those fractional entitlements and sell those fractional securities and credit your account with a cash value which may be subject to certain fees and charges. However, we are not obliged to do this.

10.8 Where a Corporate Event, such as partial redemptions, affect some but not all products held in an Omnibus Account, we will use reasonable endeavours to allocate the products which are affected to relevant clients in a fair way and in accordance with market practice. However, we are not obliged to do this.

10.9 For certain securities we will, through a third-party service provider, support the exercise of the right to participate in general meetings and vote, including by proxy. For other securities, currently, we will not notify you of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to your securities, and/or arrange the exercise of any voting rights attaching to securities we hold on your behalf, whether exercisable at an annual general meeting or otherwise. We are also not obliged to inform you of any class action or group litigation that is being proposed or taken concerning securities that we are holding on your behalf. We will never take discretionary action to vote securities which we hold on your behalf irrespective as to whether we are able to facilitate your voting of such securities.

10.10 Where Corporate Events affect some but not all securities held in a pooled account, we shall allocate the securities which are affected to relevant clients in a fair and equitable manner as we reasonably consider is appropriate.

10.11 As we will hold your securities in one or more pooled accounts, you may receive dividends or distributions net of applicable taxes which has been paid or withheld at rates that are less beneficial than those that might apply if the securities were held in your own name or not pooled.

10.12 Subject to Applicable Law, upon the occurrence of certain Corporate Events, there is the possibility that your securities or related products (for example, depositary receipts) may be subject to forced conversion into an alternative financial product. FXORO is not obliged to facilitate such conversions, but will act reasonably and will take into account the treatment we receive from our relevant counterparties such as sub-custodians, regulatory constraints, and relevant risks and costs while seeking to achieve your fair treatment.

## **11. Transfers from/to other brokers**

11.1 Clients have the option to transfer shares from/to another eligible broker.

11.2 The Company will charge a fee to clients who wish to transfer their shares to another broker. The fee for each security transfer will be \$4 (Four USD). This fee is intended to cover the administrative and logistical expenses associated with the transfer process.

11.3 Example 1: Transferring 200 Apple shares - If a client decides to transfer 200 Apple shares to another broker, the charge will be \$4 (Four USD).

11.4 Example 2: Transferring 200 Apple shares and 100 Microsoft shares - In the case of transferring two securities, specifically 200 Apple shares and 100 Microsoft shares, the total charge will be \$8 (Four USD per security transfer).

## **12. Effect of termination**

12.1 Where you terminate your relationship with us and provide us with instructions for closing your account or to move your securities to another broker, we will arrange for your securities to be sold or transferred as soon as reasonably possible in accordance with this Schedule A and the Terms and Conditions of your account and registration with us. We will hold the proceeds of the sale as client money in an account in your name.

12.2 We may charge fees and any other applicable charges and taxes on the sale or transfer of your securities.

12.3 Where securities are sold, you may suffer a shortfall between the amount you invested and the amount you get back after sale. We are not responsible for any shortfall that arises. Any shortfall will be borne by you.

**Warning:** This schedule is related only to the Investing in Securities and not to trading in CFDs. Therefore, if you are trading CFDs, your trade will be governed by the General Terms and Conditions, and not by this Schedule A – Investing in Securities.