

**NAGA Markets Ltd**

**CLIENT AGREEMENT**

April 2019

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## **Introduction**

- 1.1. This Client Agreement (the 'Agreement'), including the Schedule, as amended from time to time, is entered by and between NAGA Markets Ltd. (hereinafter referred to as '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 on the other part.
- 1.2. The Company is incorporated in the Republic of Cyprus (registration number HE251168), authorized and regulated by the Cyprus Securities and Exchange Commission ("CySEC") as a Cyprus Investment Firm (CIF) with license number 204/13. The Company's registered address is Spyrou Kyprianou 27, Mesa Geitonia, Cyprus.
- 1.3. This is the standard 'Client Agreement' upon which the Company intends to rely. For the Client's benefit and protection, the Client is requested to ensure they take sufficient time to read the Agreement, as well as any other additional documentation and information available to them via the Company's Website prior to opening an account and/or carrying out any activity with the Company. If the Client has any further questions, they are kindly requested to contact the Company for clarifications or seek independent professional advice (if necessary).

## **2. Scope of the Agreement**

- 2.1. By accepting these terms, the Client enters into a legally binding agreement with the Company. To protect the Client's interests, the Client is requested to carefully read these terms before opening an account with the Company.
- 2.2. A glossary of terms can be found in Schedule A to the Agreement.
- 2.3. The Agreement includes, in addition to any Schedules and the 'Account Opening Form' completed by the Client through the Company's Website, any information provided to the Client during the registration procedure.
- 2.4. Please note that there are other documents and information available on the Company's Website, which do form part of the Agreement, and provide more details on the Company and the Client's activities carried on with the Company, such as:
  - a. the 'Order Execution Policy' that explains how trades are executed; and
  - b. the 'Risk Disclosure and Warnings Notice' that summarises the key risks involved in investing in Contracts for Differences (CFDs).

There are additional documents and information available to the Client on the Company's Website and through the Company's trading Platforms, which contain useful information but are not part of the

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Agreement. These include the following:

- c. the 'Conflicts of Interest Policy' that explains how the Company handles any conflicts of interest in order to treat its Clients fairly;
- d. the 'Investor Compensation Fund Notice' that provides details on the Investor Compensation Fund ('ICF');
- e. the 'Client Categorization Policy' that specifies how a Client is being categorized in accordance with applicable legislation;
- f. the 'Complaints Handling Procedure' that sets out the procedure that needs to be followed in the event that a Client wishes to complain about the Company and explains how the Client's complaint will be handled, and includes information on how the Client can contact the Financial Ombudsman of the Republic of Cyprus;
- g. the 'Privacy Policy' that explains how the Company deals with certain information that the Client provide it with;
- h. the 'Product Key Information Document' (Product KID) that provides the Client with key information about the investment product(s) the Company offers, and various instructions, guides and working examples.

### **3. Application and Commencement**

3.1. The Agreement shall commence once the Client has been informed about their account being activated.

This is, after the Client fills in and submits the Account Opening Application Form and the Company has completed due diligence and satisfied its requirements in terms of 'Know-Your-Customer' or any other procedures.

3.2. The Client accepts that from the date of the notification, they have 15 days to provide the Company with the missing documentation. During such period, the Client is able to deposit a total amount of up to 2,000 (two thousand) in the Account Currency. If the Client provides the missing documentation in due time, the Company shall update the Client's Account status in a reasonable time and shall inform the Client that the deposit limit has been lifted. If the Client has not provided the missing documentation in due time, on the 15th day, the Company shall close all existing Open Positions (the time of of the closing of the Open Positions is at the discretion of the Company), and all deposited funds must be returned to the Client/beneficial owner, in the same bank account from which they originated. The procedure for returning the funds must occur immediately, regardless of whether the Client has requested the return

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of their funds or not. The returned funds (deposits) include any profits the Client has gained during their Transactions and deducting any losses incurred. The Company will disable any Access Data that has been given to the Client until such date and terminate the Business Relationship. The timeframe of 15 days commences from the initial contact. The initial contact takes place the moment that the Client either accepts the terms and conditions or makes their first deposit, whichever comes first. If the 15th day is not a Business Day, then the Company shall take the abovementioned actions on the last Business Day previous to the 15th one.

#### **4. Provision of Services**

- 4.1. The Company provides Investment and Ancillary services to the Client, details of which are provided by CySEC.
- 4.2. The Company will offer to the Client, on an execution-only basis, access to trading a number of Financial Instruments in the form of CFDs (also referred to as 'Leveraged Products').
- 4.3. This Agreement should be read in its entirety in deciding whether the Client should acquire and/or continues to hold any Financial Instruments in accordance with the Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company accordingly.
- 4.4. This Agreement is provided to assist the Client in making an informed decision about the Company, its Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company, and the risks related to the provision of the Investment and/or Ancillary Services in relation to Financial Instruments and applies to both Retail and Professional Clients.
- 4.5. The Client understands that CFDs are derivative products and therefore they will not be entitled to own any underlying instrument. The Client also understands that no physical delivery of any Underlying Asset shall occur.
- 4.6. The Client accepts that the Company is the only execution venue in relation to their trading activity under the Agreement. Although the Company can transmit Client Orders for execution to third-party Liquidity Providers through an electronic communication platform, contractually the Company is the sole counterparty to the Client's trades and any execution of Orders is done in the Company's name. Further information can be found in the Company's 'Order Execution Policy'.
- 4.7. Orders may be placed within the normal trading hours of the Company, available on the Company's Website and/or the Platform, as amended from time to time. The Client will only be able to trade during these trading hours as specified on the Company's Website for that relevant financial instrument. It should be noted that certain Financial Instruments have specific trading timeframes, which can be found in the Contract Specifications on the Company's Website. The Client is responsible for looking at these

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Contract Specifications, for further details, prior to trading. The Client will be notified of any Company holidays either through the internal e-mailing system or via other means, such as through the Company's Website.

4.8. The Company will only provide the Client with its services in accordance with the Company's policies and procedures, and so long as the Company is not in breach of any of its legal obligations. There can be instances where the Company will not be able to provide the Client with a reason for refusing the provision of its services, where for instance doing so would be in contrast with the law.

## **5. Client Categorization**

5.1. According to Applicable Regulations, the Company has to categorize its Clients in one of the following categories: Retail Client and Professional Client. If a Client has been categorized as Professional Client, the Company then reserves the right to further categorize the Client as an Eligible Counterparty. The Client will be categorized and treated as a Retail Client in accordance with applicable law, unless the Client has informed the Company otherwise.

5.2. The Client has the right to request a different Client Categorization. If a Client desires to be re-classified, they need to send to the Company a written request, and the Company shall review this request. If the Company has categorized the Client as a Professional Client or an Eligible Counterparty, the Client will not be entitled to bring a claim to the Investor Compensation Fund, if the Company is unable to meet any of its obligations to the Client, which arise in relation to the provision of investment and ancillary services. Please refer to the 'Client Categorization Policy' available on the Company's Website.

5.3. The Company can review a Client's categorization at any time, in accordance with the applicable rules. The Company will notify the Client in the event a change affects them.

## **6. Account Opening**

6.1. Following receipt of the Client's 'Account Opening Application Form', the Company will use the information the Client has provided it with to conduct further enquiries about the Client, as the Company may deem necessary or appropriate in the circumstances in order for the Company to fulfil its legal obligations; the Company will further use the information the Client provides it with to assess and determine the appropriateness of the Client entering into a business relationship with the Company. This includes, but it is not limited to, verifying the Client's identity information and/or obtaining references from third party database list, other financial institutions or the Client's employer.

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- 6.2. In some instances, either on a sample basis or because the Company has reason to believe that further searches are necessary, in order for it to satisfy any legal or regulatory requirement, the Company will conduct other searches with third-party information providers and databases (public or otherwise), including credit searches that appear on the Client's credit history. The Client understands that such enquiries can be conducted at any stage of the relationship and the Client is expected to assist the Company with any additional information, as failure to do so would lead to termination of the relationship between the Client and the Company in accordance with the terms of the Agreement.
- 6.3. The Client acknowledges, understands, and agrees herewith that they are responsible for providing the Company with correct and accurate information at all times and that the Company can rely on the information the Client has provided it with, both during on-boarding in the Account Opening Application Form, as well as throughout their relationship, unless the Company has reason to believe that the information the Client has provided the Company with is inaccurate. If any of the information the Client has provided the Company with changes, the Client needs to notify the Company in writing.
- 6.4. In accordance with the Applicable rules the Company will make an assessment of whether the Client has sufficient knowledge and/or experience to understand the risks associated with trading Leveraged Products. Where the Client or potential Client elects not to provide the information regarding their knowledge and experience, or where they provide insufficient information regarding their knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for them. The Company shall assume that information regarding the Client's knowledge and experience provided by the Client to the Company is accurate and complete, and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate, and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.
- 6.5. The acceptance of the Client's account will be subject to the outcome of this assessment and the Company reserves the right to refuse to provide any of its services to any person, who, in the Company's reasonable opinion, is not suitable to receive such services.
- 6.6. When the Company receives the Client's application to open an account, the Company will confirm this to the Client via email and will provide the Client with the details (Access Data) required for them to be able to access their account.

## **7. Platform**

- 7.1. The Client understands, herewith that subject to the Client's obligations under this Agreement being fulfilled, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in a particular Financial Instrument(s). The Company may use different Platforms depending on the Financial Instrument.
- 7.2. The Client understands, herewith that they are solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), reliable internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.
- 7.3. The Client understands herewith that the Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client. This will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible. The Company may upgrade or replace the Platform from time to time.
- 7.4. The Client represents and warrants that they have installed and implemented appropriate means of protection relating to the security and integrity of their computer or mobile phone or tablet, and that they have taken appropriate actions to protect their system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further understands herewith that they undertake to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from their personal computer or mobile phone or tablet.
- 7.5. The Client understands, herewith that the Company will not be liable to the Client should their computer system or mobile phone or tablet fail, damage, destroy and/or format their records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of their hardware configuration or mismanagement, the Company shall not be liable.
- 7.6. The Client understands herewith that the Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).
- 7.7. The Client understands herewith that Orders with the Company are placed on the Platform(s), with the



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use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone, without any further enquiry to the Client and any such Orders will be binding upon the Client.

7.8. The Client understands herewith that, to a reasonable extent, the Company maintains the Software and any other related systems up to date. The Company and/or any relevant third party may perform this maintenance from time to time, which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period of time. The Company will use best efforts to ensure that any maintenance activity will take place outside trading hours; however, the Client understands and accepts that this may not always be possible. Therefore, the Client accepts that the Company will bear no responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of the Company and/or the third-party software provider. For instance, such maintenance activity will occur in order to add a new symbol or remedy any technical issue.

7.9. The Company will use best efforts to make the Software and any other systems available. Where this is not possible, the Company will endeavour, within reason, to provide the Client with prior notice. But, the Client understands and accepts that the Company cannot guarantee the Software's continuous availability at all times, due to instances including:

- a. failures and/or errors, including failures and/or errors of technological nature such as failure of internet connectivity that may affect the access to the Software, which either the Client or the Company relies on;
- b. suspension of service availability due to maintenance, repairs, updates, developments and other issues outside of the Company's' control.

## **8. Placement and Execution of Orders**

8.1. The Company shall take all reasonable steps and efforts to obtain the best possible result for the Client always taking into account the relative factors as per its 'Order Execution Policy', as this may be amended from time to time, when executing Client's Orders which is binding to the Client. If there are any material changes on the Company's Policy, the Company will notify the Client, by electronic means, on their personal login area, on the Company's Platform and/or e-mail to the available email address provided by the Client during the Company's on-boarding Client acceptance process and Client questionnaire, that the policy has been updated and published on the Company's official Website. In addition to the above,

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the Company reserves the right to amend its policies at any time by making them public on its Website. The Client consents and agrees that the latest versions of any of the Documentation and/or Policies published on the Company's official Website shall prevail.

- 8.2. The Client may place Orders on the Platform(s) or when the Platform is not accessible by phone by using their Access Data issued by the Company for that purpose and provided all the Essential Details are provided.
- 8.3. The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 8.4. Orders placed via phone will be placed by the Company on the Electronic Trading System of the Company. Orders are deemed as received by the Company when the Client has verbally agreed upon the Basic Provisions of the Transaction and of any other details requested by the Company over the phone at the time and/or when the Company receives a written document (or electronic Order) containing all Basic Provisions of the Transaction and any other details requested by the Company and the Company confirms the receipt of such Order, in the event the order is not sent via the Company's Platforms.
- 8.5. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts, transmission or execution may not always be achieved at all due to reasons beyond the control of the Company.
- 8.6. Orders may be placed within the normal trading hours of the Company, available on the Company's Website and/or the Platform, as amended from time to time.
- 8.7. The Company shall receive and transmit and/or execute all Orders given by the Client strictly in accordance with Company's terms. The Company shall use its reasonable endeavours to transmit or execute any Order promptly to the Client's best interest, but in accepting the Client's Order the Company does not warrant or represent that it will be possible to transmit or execute the Client Order at all, or that execution of the Order will be possible within the terms of the Client's instructions (whether as to price or size or any other condition).
- 8.8. The Company will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction to the Company to proceed with the Order on the Client's behalf.

## **9. Decline of Client's Orders**

- 9.1. Without prejudice to any other provisions herein, the Client understands, and agrees herewith that the

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Company has the right and is entitled, at any time and at its discretion, without giving any notice and/or explanation, to refuse at its discretion to transmit or execute any Order, to restrict the Client's trading activity, to cancel Client's Orders, to refuse to execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- a. whenever the Company deems that the Order aims at or may aim at manipulating the market of the Securities or any other Financial Instruments, constitutes an abusive exploitation of privileged confidential information (insider dealing), or contributes to the legislation of proceeds from illegal acts or activities (money laundering), or affects or may affect in any manner the reliability or smooth operation of its Platform(s);
- b. whenever there are no available cleared funds deposited with the Company and/or in the Nominated Bank Account to pay all the charges relating to the said Order. In calculating the said available funds, all funds required to meet any of the Client 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 Nominated Bank Account; it is understood that any refusal by the Company to transmit or execute any Order shall not affect any obligation, which the Client may have towards the Company or any right which the Company may have against the Client;
- c. where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or tax offences and/or other criminal acts;
- d. internet connection or communications are disrupted;
- e. consequence of request of regulatory or supervisory authorities of Cyprus or a court order or antifraud or anti-money laundering authorities;
- f. where the legality or genuineness of the Order is under doubt;
- g. in consequence of lawful claims or requirements of corresponding organized trading platforms, Affiliates of the Parties, as well as in consequence of lawful claims of third parties;
- h. the Client has failed to meet a Margin Call of the Company;
- i. the Company received from the Client the notice of Termination of this Agreement;
- j. a Force Majeure Event has occurred;

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- k. in an Event of Default of the Client;
  - l. under Abnormal Market Conditions;
  - m. the Company has sent a notice of Termination of this Agreement to the Client;
  - n. it is impossible to proceed with the Order due to condition of the market, customs of a trading volume.

9.2. The Client understands, accepts, agrees and declares herewith that they shall not knowingly give any Order or instructions to the Company which might instigate the Company taking action in relation to paragraph above herein.

9.3. The Client acknowledges understands, accepts, and agrees herewith that the Company may refuse to accept any order from a Client in its absolute discretion and/or having accepted any order may decline to execute it, and shall not be obliged to give the Client any justification and/or reason for doing so.

## **10. Swap-Free Accounts**

10.1 The Company, at its sole discretion, may enable swap-free trading for 10 calendar days. Upon the lapse of the 10 days the Company shall charge the swap fee to accounts holding open positions accordingly. The Client agrees that a carry commissions (equivalent to swap charges) may apply.

10.2 The Company reserves the right to disable swap-free trading and/or retrospectively charge the swap fee, at its sole discretion and/or in the event of suspicion of swap abuse and/or in the event of default in accordance with Clause 25(e) of this Agreement.

## **11. Closure of Positions**

11.1. Without prejudice to any other provisions herein, the Client understands, and agrees herewith that the Company reserves the right to close Client open positions automatically if their equity falls below 50% of the margin requirement, in compliance with European regulatory obligations. Such open positions are closed at the current market price.

11.2. The Company aims to notify the Client that they are on margin call before the Company starts automatically closing such open positions by sending a notification e-mail when the Client's equity falls below 100%. However, as markets move fast, the Client understands and agrees that the Company may not be able to contact the Client on time and before their positions get closed.

## **12. Conflicts of Interest**

12.1. A “Conflict of Interest” is a situation where the Company and/or an employee and/or other business associate(s) of the Company has competing professional and/or personal interest(s), which may prevent services being provided to Clients in an independent and/or impartial manner. The Company is committed to identifying, monitoring and managing all actual and/or potential conflicts of interest that can or may arise between the Company and the Client and/or any person directly and/or indirectly associated with the Company including and/or amongst the Company and the Client’s interests.

11.2. The Company is required by law to take all reasonable steps to identify and manage any potential or actual conflicts of interest between:

- a. The Company and any Affiliate Entity or third-party.
- b. The Company and the Client.
- c. The Company and any other Client.

12.2. Further details can be found in the ‘Conflicts of Interest Policy’, available on the Company’s **Website**. Where any conflicts of interest cannot be mitigated effectively, the Company will disclose the general nature and/or sources of such conflicts.

## **13. Client’s Money**

13.1. A Client’s Money shall be treated, at all times, in accordance with the applicable ‘Client Money’ rules.

13.2. As such, Client’s monetary funds will be segregated from the Company’s own money/funds and cannot and will not be used in the course of the Company’s business. The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as ‘Clients’ Accounts’) with reliable financial institutions (within and/or outside Cyprus and/or the European Union / European Economic Area [EU/EEA]) such as a credit institution(s) or bank(s) governed by the Laws of the foreign country, as a result of which the rights related to the Client’s money or **Financial Instruments** may differ from those provided by local legislation. It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

13.3. By accepting the Agreement and commencing a business relationship with the Company, the Client

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expressly provides their consent for keeping their funds in an omnibus account. This means that all Client Money is treated as belonging to the Company's Clients, and under no circumstance the Company will use it to meet any of its obligations, at any time. An omnibus account means that Clients' funds will be pooled with money belonging to other Clients in a Segregated Account.

13.4. 11.4. In general, accounts held with financial institutions, including omnibus accounts, face various risks. For instance, in the event of default, no single Client will have a claim against a specific sum in a specific account in the event of insolvency or default of the institution. Any Client claim shall be against the money held in the Segregated Account, according to the laws of that jurisdiction. Under such circumstances, the enforcement of the respective national deposit guarantee scheme may apply without consideration of the ultimate beneficial owners of an omnibus account.

13.5. 11.5. Client Money held in Segregated Account(s) may be exposed to obligations of the Company, connected with the Positions of the other Clients. Where the Company is or become unable to meet the above obligations and the Client has been categorized as Retail Client, they are entitled to compensation from the Investor Compensation Fund (ICF). The Company is a member of the ICF. So, depending on their classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations. More details are found in the Company's document "Investor Compensation Fund", found on the Company's Website.

13.6. The Company has duty to and shall exercise due skill, care and diligence in the selection of the financial institution. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

13.7. The Client understands, accepts and agrees herewith that when holding funds belonging to Clients, the Company must make adequate arrangements to safeguard Clients' rights and, except in the case of credit institutions, prevent the use of Client funds for its own account. The Client understands, accepts and agrees herewith that the Company is able to use the Margin in the following circumstances: (a) as long as the Margin remains in the Client's account, the Client agrees that the Company has the right to transfer ownership of the Client's Margin from the Client to the Company, to be kept by the latter as security, and be returned by the Company to the Client on completion of the Client's trade(s) and (b) in this case, the Margin will be considered as debt due by the Company to the Client and not as Client

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money, therefore it could be used by the Company subject to the repayment obligation(s). Irrespective of the above, the Balance and equity of the Client's account(s) remain unaffected and the Client may normally continue their trading and/ or other activity.

- 13.8. Provided that the Company complies with its legal obligations, it can hold Client Money outside of the EEA. Any such Client Money will be subject to the laws of that territory and therefore Clients' rights differ accordingly. According to applicable legislation, the Company will apply adequate organizational arrangements to comply with any requirement with regards to Client Money and will exercise all due skill, care and diligence in the selection, appointment and periodic review of the third party and of the arrangements for the holding and safekeeping of those Financial Instruments. Yet, the Company will not be held responsible for the solvency, acts or omissions of any institution with which Client Money is held, regardless of the jurisdiction.
- 13.9. The Company will carry out reconciliation of funds on a regular basis as per applicable legislation and in line with its internal policies and procedures, and will proceed with any required transfer to, or from the Segregated Account on the next Business Day, unless this is not possible for any reason.
- 13.10. Any amounts corresponding to liabilities that Client has towards the Company, including liabilities arising as a result of abusing the Negative Balance Protection (NBP), can be deducted directly from the balance of any of the Client's Account(s) under their profile.
- 13.11. The Client has the right to withdraw any part of the Client Money equal to the Free Margin available in their Account(s), subject to any applicable restrictions regarding the account's operation, and any other right or limitation on such withdrawal. The Company reserves the right to reject a withdrawal request in instances where the Company has reasonable grounds to believe that the said instruction is being placed to abuse the Company's NBP Policy. Further information on withdrawal times can be found on the Company's Website.
- 13.12. Transfer of funds will take place once the debits or credits have been processed in the Company's systems and while the Company will try to the best of its ability to effect the payments promptly and efficiently, the Company cannot guarantee how long the process could take. It is the Client's responsibility to provide the appropriate and accurate information in a timely manner, in order to avoid any further delays.
- 13.13. Any funds transferred to the Company for the purposes of funding a Trading Account, can only be deposited at the Value Date after any fees related to banking charges or transfer fees have been deducted. It is in the Company's discretion, and provided that the Client has delivered a validated proof of payment, to credit funds ahead of the Value Date even if they are still in transfer.
- 13.14. The Company reserves the right to request additional information and/or documentation, at any

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time, in order to be satisfied that Clients dealings with the Company, including, but not limited to deposits and withdrawals, are legitimate or for any other reason so as to fulfil and comply with the Company's regulatory obligations. The Client is responsible for providing the Company with complete and accurate information and failure to do so may result in delays with processing any requests, and/or any of the Client's requests may be rejected. Any refund will be sent to the same source from where the funds were received. The Company will only deviate from this policy where it has been satisfied that this will not be contrary to any of its policies and applicable legislation.

13.15. It is part of the Company's policy to ensure that all withdrawals, either in part or in full of the funds a Client deposits with the Company, are sent to the same source where the funds came from. Where the Company is unable to do so, for whatever reason, and subject to any restriction under the regulatory regime, it shall return the funds as requested, in part or in full, net of any transfer fees, charges or other deductions incurred by the Company.

13.16. The Company reserves the right to accept or decline any funding and/or withdrawal request by the Client depending on the payment method the Client chooses, and the Company may suggest to the Client an alternative for their request. More information on the Company's accepted payment methods can be found on the Company's Website. For instance, where a Client has requested to withdraw with a different method compared to the method they used to deposit, the request may be rejected, and the Client will be permitted to withdraw via another method they have used in the past.

13.17. The Company will process any funding request in accordance with applicable rules and regulations, therefore, any requests which are not in line with the Company's legal obligations may not be processed. For example, this may include instances where the Company is not satisfied with the documentation provided by the Client. In this case, the Company reserves the right to reverse the Transaction in part or in full, net of any transfer fees, charges or other deductions incurred by the Company. The Client understands that there may be instances where the Company will be unable to provide the Client with an explanation as to why the Company cannot proceed with their request.

13.18. The Company will take reasonable steps to ensure keeping the Client informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times and any required documentation that if not in place may result in delays. Further information about the processing times can be found on the Company's Website; however, this information is provided for indicative purposes only. The Client understands that there may be instances where the Company cannot guarantee these times because of events outside of its control.

13.19. In case the Client receives money from the Company by mistake, the Client agrees to hold such amount of money in trust for the benefit of the Company or the beneficial owner. If the Client uses any of the funds that were sent by mistake, the Company will claim those funds, together with any profit



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derived from the use of those funds, on behalf of the beneficial owner. In the same way, the Company shall not compensate the Client for any losses incurred as a result of using the said funds. The claim for the full amount shall remain.

- 13.20. There are cases where the Company is required by law and/or any applicable rules to deduct or credit any amount from Clients' Account(s). The Company will try its best efforts to avoid deducting an amount unless this is necessary. Examples of when this right may be exercised includes instances where for some offered instruments, it may be required to withhold part of the profit for tax purposes.
- 13.21. The Client understands and accepts that the Company reserves the right to set-off any liability of the Client under the Agreement. Where the liabilities to be set-off are expressed in different currencies, the Company may convert the said liabilities at a market rate of exchange.
- 13.22. The Client understands and accepts that the Company reserves the right to net-off any amount due by deducting it from the Client's Account(s). Where this is done the Company will consider the obligation as satisfied and discharged. The Company reserves its rights on any obligation, which cannot be considered satisfied.
- 13.23. Where an Account is inactive for a period of five (5) years with a positive balance (i.e. there are funds available on Clients' Account) and during that period no Transactions have been carried out in relation to the account or on the instructions of the holder of the account and the Company is unable to contact the Client after it takes reasonable efforts to achieve this, the Company has the right to cease treating those funds as Client Money and make a deduction from Client's Account. If the Client later makes a valid claim to the Company, the Company may pay any amount owed to the Client.

#### **14. Company Fees and Charges**

- 12.1. The provision of the Services by the Company is subject to payment of fees such as brokerage fees / commissions, Swaps/Rollover and other fees. These appear on the Company's Website and/or Platform(s). It is the Client's responsibility to ask for further clarifications should they require so.
- 12.2. Charges may not all be represented in monetary terms but may also appear in other units such as **Spread**, which can vary depending on the instrument and market conditions. Spread cost is measured in pip value and Clients will be able to find the value of a pip across all instruments on the Company's Website.
- 12.3. For Swaps, depending on the position held and the prevailing interest rates of the Currency Pair involved in a Transaction, Clients' Account(s) may be credited or debited with financing. The operation is conducted at 23:59 (Server Time) and the resulting amount is automatically converted into their Balance Currency.
- 12.4. From Mondays to Thursdays (Server Time), Swaps are charged once for every Business Day, but on

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Fridays, Swaps are charged three times the size in order to account for the weekend. For triple Swaps, for some instruments are charged on Wednesday and for some on Friday. Further information on Swaps can be found on the Company's Website.

12.5. If a Client's Account(s) remain inactive for 12 (twelve) months, the Company reserves the right to charge the Client a one-off account maintenance fee of USD 15 (or currency equivalent), followed by a monthly fee of USD 5 for each month that the Account remains inactive. The Company reserves the right to change the 12 (twelve) month inactivity period as it deems necessary.

12.6. If the Client Account is inactive for six months (i.e. there is no trading, no Open Positions, no withdrawals or deposits), the Company shall have the right to call or email the Client (using the last known contact details) and inform them that if the Client Account remains inactive for one more month, then a monthly maintenance fee may be added thereafter. If the Account(s) remain inactive for 12 (twelve) months, the Company reserves the right to charge a one-off account maintenance fee of USD 15 (or currency equivalent), followed by a monthly fee of USD 5 for each month that the Account remains inactive. These fees (if any) will appear on the Company's Website and/or Platform(s), and such may be different for different types of Client Accounts.

12.7. If the Client Account is inactive for one year or more, the Company reserves the right (after notifying the Client via phone [calling] or electronic means [emailing] using the Client's last known contact details) and shall have the right to render the account dormant. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

12.8. For some payment methods, there are Transaction fees. Where the Client engages in deposit and withdrawal activity without entering into any trading activity with the Company, fees or charges are imposed depending on the specific payment methods used. These fees are available on the Company's Website.

## **15. Tax Implications**

13.1. The Company shall not provide any advice to its Clients on any tax issues related to any of its Services. The Client is advised to obtain individual independent counsel from their financial advisor(s), auditor(s) or legal counsel with respect to any tax implications resulting from using the Company's' Services.

13.2. The Company does not collect tax on behalf of any authority in any form or manner whatsoever. The

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Client is solely responsible to manage tax implications related to the income derived from their trading activity on or through the Company's Online Trading Facility.

13.3 It is the Client's obligation to calculate and pay all taxes applicable to them in their country of residence, or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation, or otherwise arising as a result of their trading activity from and/or the access and/or use of the Company's Services.

## **16. Privacy and Data Protection**

14.1 The Client acknowledges that by entering into this Agreement and opening a Trading Account with the Company, they will be providing the Company with personal data within the meaning of the General Data Protection Regulation (679/2016) when it enters into force, or any other similar applicable law/regulation as may be in force from time to time. The Client consents to the processing of all such information for the purposes so the Company complies with its legal obligations, performing its contractual obligations and administering the relationship with the Client. The Client acknowledges and agrees that this may result in their personal information being sent outside the EEA. The Client consents to the Company processing and disclosing such information in accordance with this Agreement and the Privacy Policy, as published on the Company's Website, as this may be updated from time to time.

14.2. The Company is the Data Controller for the purposes of all applicable Personal Data Protection Legislation. All information regarding privacy and data protection, as well as for the legal bases and purposes of the processing of Clients' personal data and other relevant information, can be found in the Privacy Policy.

14.3. As per the applicable Data Protection Legislation, the Client has certain rights regarding the Personal Data that the Company collects and holds about them at the time of request.

14.4. The Client understands, accepts and agrees that their personal data (and records of their dealings with the Company) will be stored for as long as the Client's Account is active and registered with the Company and/or as required under applicable law.

14.5. The Company processes the Client's personal data for the purposes mentioned herein on the lawful basis that (i) the Client has given consent (where applicable); (ii) the processing is necessary for the performance of the Company's contract and in order to take steps at the Client's request prior to entering into the contract; (iii) the processing is necessary for compliance with a legal obligation to which the Company

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is subject; and (iv) the processing is necessary for the purposes of the legitimate interests pursued by the company (subject to the relevant individual's fundamental rights and freedoms overriding such interests).

14.6. The Company shall disclose Clients' personal data to member companies, the group of companies, marketing companies, business partners, IT service providers and other financial institutions such as payment services providers and banks and third-party introducers, for the purposes described in clause 14.5 above.

14.7. The Company shall implement appropriate technical and organisational measures to ensure an adequate level of security appropriate to the applicable risk. Transmission of data via the internet and/or other networks does not always ensure appropriate security of personal data, hence the Client must always ensure that they transfer data via secure means.

14.8. By accepting these Terms and Conditions, the Client agrees and acknowledges that the following information and content shall be considered non-confidential and non-proprietary information (other than the Client's personal data as described below. Content which may be publicly shown on the Company's websites and trading platform apps include: the Client's username, picture/avatar (if provided), state of residency, gender, networks, list of users who follow the Client, users who copy and/or auto copy the Client etc., list of users the Client follows or copies and/or auto copies, and any network status/posts/blogs and any other content options that enable the Company's users to interact amongst themselves, including without limitation content and information the Client posts on the Company's community, comments, feedback, postings, "likes", blogs and/or all Information that the Client provides to the Company via our website, our mobile apps, and/or by email, chat, fax or telephone and/or any other means. In addition, if the Client has chosen to use one of the Company's applications provided via social networks (such as Facebook, Twitter, Instagram etc.), the Company's application will access the Client's social network account general information which includes the Client's name and username in such social network, profile picture, gender, networks, user ID, list of friends, and any other information the Client has shared with "everyone" on the relevant social network. Additional information may be collected in specific social networks campaigns as shall be specified in the terms and conditions applicable to any such campaign. All portfolio and trading information performance results shall be considered non-confidential and non-proprietary information and as the Company's property. By providing such Content, the Clients specifically grants the Company a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of the Client's Content, and the Company shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to the Client, including without limitation, within or outside the Company's

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website, advertisements, in printed media, newspapers to as described below you have to check where we talk about personal info.

## **17. Methods of Communications**

15.1. In order to communicate with the Client, the Company may use any of the following methods: e-mail, Software, facsimile transmission, telephone, post, commercial courier service. All the Company's contact details are available on the Company's Website. It is the Client's responsibility to ensure that they have read all and any communication that the Company may send them from time to time, via any approved communication method.

15.2. The Client consents to the provision of Product KIDs through the Company's Website. The Client can request a hard copy of the Product KIDs free of charge at any time.

15.3. The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company, its services and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

15.4. In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in their contact details. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute evidence.

15.5. The Client shall be able to call the Company within its normal working hours, namely between the hours of 9am and 6pm (Cyprus local time) on any Business Day. If the Company needs to contact the Client urgently regarding their Account, the Company may contact the Client outside its normal working hours.

15.6. The Client understands, accepts and agrees herewith that any Notices sent to the Client by the Company will be emailed to them at the email address which is registered on their Account or posted to them at the last address that they provided to the Company as their normal residential address. The Client understands, accepts and agrees herewith that it is the Client's responsibility to ensure that they provide accurate and up to date contact information to the Company.

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15.7. Any orders or instructions provided by the Client via e-mail or any other electronic means will constitute evidence of the orders or instructions given.

## **18. Recording of Communications**

16.1. As a regulated entity, the Company is obliged to keep records of all services and activities that it is providing, as well as for all transactions undertaken. Therefore, all communication between the Client and the Company is being recorded and kept by the Company, and recordings will be the sole property of the Company. The Client further understands, accepts and agrees herewith that the Company may monitor and/or record any electronic communications between the Parties (including telephone calls, emails, SMS and instant messages), relating to any transactions concluded when dealing on the Company's account, providing services that relate to reception, transmission and execution of Client Orders, as well as for quality monitoring, training and other regulatory purposes. The Company will also record any other communication between the Parties, including chat messages, e-mails and other electronic communications, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of client order services. The Company reserves the right to use these records where it deems necessary, including, but not limited to dispute resolution situations.

16.2. The Company may record telephone conversations without use of a warning tone to ensure that the material terms of any Transaction and any other material information relating to such a Transaction is promptly and accurately recorded. All records are stored in a durable medium, which allows the Company to replay or copy them and retain such records in a form that is not allowing to alter or delete the original version. Copies of such recordings might be provided to regulatory authorities upon their request in order for the Company to comply with regulatory obligations without the Client's consent.

16.3. Copies of any such records will be kept for any period of time which is required by applicable legislation, starting from the date on which the record is created. The Client has the right to request a copy of the recorded communications. The Company will provide these following a written request by the Client.

## **19. Representations and Warranties**

17.1. The Client represents and warrants to the Company the following:

- a. The Client is at least 18 years old, or the age of legal consent and/or has full capacity and/or is competent to enter into the present Agreement, and for engaging in financial investment activities under the Laws of any jurisdiction that applies to them and is aware of the local Laws and regulations of their country of residence in regards to being allowed to enter into this Agreement and the

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information they provide during the registration process, as well as in any Company documents is true and correct, complete and accurate and that they will promptly inform the Company of any changes to the details or information provided to the Company.

- b. The Client is of sound mind and capable of taking decisions for their own actions.
- c. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- d. All actions performed under the Agreement will not violate any Law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- e. The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that they will use the IP, Platform and Website only for the benefit of their Client Account and not on behalf of any other person.
- f. The Client is duly authorized to enter into the Agreement, to give Orders and to perform their obligations hereunder.
- g. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.
- h. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- i. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- j. The Client has read and fully understood the terms of the Agreement including the information in the Appendices.
- k. The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- l. The Client has read and understands the Risks Disclosure and Warnings Notice.

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- m. The Client consents to the provision of the information of the Agreement by means of a Website or email.
  - n. The Client confirms that they have regular access to the internet and consents to the Company providing them with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, they may request from the Company for these documents to be provided and/or sent by post or facsimile to them.
  - o. The Client warrants to the Company that all and any documents delivered by or on behalf of the Client to the Company are at all times true, valid and authentic. Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects. The Client will inform the Company if their position changes and information provided to the Company becomes misleading or does not materially represent the Client's capacity and ability to trade with the Company.
  - p. The Client unreservedly states, affirms, warrants and guarantees that he accepts that, for the purpose of transmitting orders for execution, the Company will act as an agent on the Client's behalf and will endeavour to find the best Execution Venue (Liquidity Provider) for the execution of the Client's Orders.

It is explicitly stated that the Company may receive remuneration, discount or nonmonetary benefits from Execution Venues for routing client orders to them. This may entail additional risk of conflicts of interest. For transparency, the Client is hereby made aware of this and accepts this risk when conducting business with the Company.

- q. The Client acknowledges that the Company acts as a principal counterparty to its clients' trades. Part or all of these trades are covered within the Company or may be covered with related entities of the same Group. This may entail additional risk of conflicts of interest. For transparency, the Client is hereby made aware of this and accepts this risk when conducting business with the Company.
- r. It is explicitly stated that the Company may receive remuneration, discount or nonmonetary benefits from Execution Venues for routing client orders to them. This may entail additional risk of conflicts of interest. For transparency, the Client is hereby made aware of this and accepts this risk when conducting business with the Company. The Client unreservedly states, affirms, warrants and guarantees that they have chosen the investment amount taking their total financial circumstances



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into consideration, which they consider reasonable under such circumstances.

- s. Any monies deposited by the Client to the Company shall belong exclusively to the Client, free of any lien, charge, pledge and any other encumbrance, and that they shall not be either directly or indirectly proceeds of any illegal act or omission nor a product of any criminal activity.
- t. The Client acts for themselves and not as a representative nor as a trustee of any third person, unless they have produced, to the satisfaction of the Company, a document of powers of attorney enabling them to act as representative and/or trustee of any third person.
- u. The Client acknowledges that the Company shall not be obliged to inform the Client on an individual basis for any developments or changes on existing Laws, directives, regulations, information and policies from any competent authority, but the Client should refer to the Company's Website to obtain all these data and information, as well as to any other document(s) that the Company may from time to time publish.
- v. The Client warrants that they have regular access to the Internet, and to the e-mail address and mailbox they have provided, and it is hereby expressly agreed that it is appropriate for the Company to communicate information, relevant to this Agreement and the provision of the Investment Services, to the Client by electronic means, including through the Company's Website, even though such information may not be addressed personally to the Client.
- w. The Company shall not be held liable for any loss which is, or which may be the result of deceit in relation to the facts or mistaken judgment or any act done or which the Company has omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by the Company.
- x. The Client warrants and represents that they shall indemnify the Company and maintain it so indemnified against any claim, damage, liability, costs or expenses of any third party and/or which may be satisfied by the Company and which may arise in relation to this Agreement and/or in relation to the provision of the Investment Services and/or in relation to the disposal of the Client's Financial Instruments and/or in relation to the non-fulfilment of any of the Client's statements and/or Orders and/or instructions contained in this Agreement.

## **20. Limitations of Liability and Indemnity**

18.1. The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions. The Company shall not be liable for any act or omission or for the solvency of any counterparty,

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bank, custodian, liquidity provider or other third party, which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

18.2. The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement, unless such loss arises directly from the gross negligence, wilful default or fraud of the Company.

18.3. It is provided that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the generality of the aforementioned loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.

18.4. Subject to the terms of this Agreement and Applicable Regulation, the Client agrees that the Company's maximum aggregate liability to the Client whether in contract, tort (including negligence) or otherwise shall not exceed the higher of the amount that would be recoverable by the Company under the Company's professional indemnity insurance if the Client's claim had been satisfied in full (less any amount, other than any excess payable by the Company under the terms of such insurance, that the Company is unable to recover through no fault of the Company).

18.5 The Client agrees with the Company (for the Company's own benefit and for the benefit of any person who is or was a member, director, consultant or employee of the Company [each a 'Connected Person'] that the Company shall alone be liable to the Client and that no Connected Person (such as director, employee or affiliate) will be personally liable to the Client (whether in contract, tort including negligence or otherwise).

18.6. Save in cases of gross negligence, wilful default or fraud on the part of the Company, the Client shall indemnify and keep indemnified the Company and/or its directors and/or its employees and/or its representatives for any claim by third parties and/or for any loss, liability, costs or expenses which the Company or any third party may have incurred or paid in respect of any act or omission of the Client and/or its Authorised Representative / Attorney and/or due to the performance of the Agreement and/or the provision of any Services and/or the liquidation of any Financial Instruments of the Client in settlement of any claims of the Company.

## **21. Force Majeure**

21.1. Neither Party shall be liable for the non-performance or improper performance of its obligations

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under this Agreement, if such Party is prevented from or delayed by reason of occurrence of Force Majeure circumstances and/or event, including, but not limited to, the following:

- a. government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis;
- b. act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
- c. labour disputes not including disputes involving the Company's workforce;
- d. postal or other strikes or similar industrial action;
- e. decisions by the legislative and/or other bodies of the Republic of Cyprus (including the Central Bank, the Cyprus Securities and Exchange Commission) and other countries, that makes it impossible for the Party to fulfil its obligations under the Agreement;
- f. discontinuance or suspension of the operation of any Market;
- g. failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform;
- h. other similar circumstances that are beyond the reasonable control of the affected Party that may occur after the conclusion of the Agreement;
- i. suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- j. breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company) including, but not limited to any breakdown, or interruption of power supply, or failure of transmission or communication or computer facilities,

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including but not limited to hacker attacks and/or other illegal actions against Company's Electronic Trading Platform and/or the Company's equipment;

- k. there is extreme volatility in the Underlying Asset / Market;
- l. any other extreme event beyond the reasonable control of the Company (such a terrorist attack, a drastic decision of a Monetary or other Authority, a referendum) which may suddenly or drastically affect the prices in the Underlying Asset / Market;
- m. any other event, act and/or circumstances and/or action and/or omission and/or event and/or occurrence in relation but not limited, to any natural and/or economic and/or social and/or political and/or technological and/or governmental events and/or activities and/or omissions and/or occurrences that will have direct effect in the regulated markets and which including, without limitation, to any illegitimate actions against not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default, including but not limited to any other even that might be considered by the Company as an abnormal market condition based on which the Company may be unable to execute a Client Order at a declared price.

## **22. Amendments**

20.1. Agreement. The Company may unilaterally change any of the terms of this Agreement for any of the following reasons:

- 1. Where the Company reasonably considers that:
  - a. the change would make the terms of this Agreement easier to understand; or
  - b. the change would not be to the disadvantage of the Client.
- 2. To cover:
  - a. the involvement of any service or facility the Company offers to the Client; or
  - b. the introduction of a new service or facility; or
  - c. the replacement of an existing service or facility with a new one; or
  - d. the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used; or

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- e. has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
  3. To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:
    - a. the banking, investment or financial system; or
    - b. technology; or
    - c. the systems or Platform used by the Company to run its business or offer the Services hereunder.
  4. As a result of a request of CySEC or of any other authority or as a result of change or expected change in Applicable Regulations.
  5. Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.
  6. For any change in the Agreement under paragraph above herein, the Company shall provide the Client with advance Written Notice of at least 15 Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations or a request of a supervisory body may, if necessary, take effect immediately. When the Company provides Written Notice, it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.
  7. For any change in the Agreement under paragraph above herein, where the Company elects to provide Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice, but only to Clients who are natural persons.

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

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

20.3. By entering into this Agreement, the Client duly acknowledges that they have read, understood and accepted the information hereunder as these are uploaded on the Company's Website, in which all related spreads, commission, costs and fees are explained. The Company reserves the right to amend at its discretion all such spreads, commission, costs and fees, and information on such amendments will be made available on the Company's Official Website. The Client further understands, accepts and agrees herewith that it is their responsibility to visit the Company's Official Website and review this information during the time they are dealing with the Company, as well as prior to them placing any orders with the Company.

20.4. In the cases where such an event occurs that the Company decides in its reasonable opinion that Force Majeure exists, the Company may, without any prior notice to the Client, at any time and without any limitations, take any of the following actions:

- a. increase margin requirements;
- b. the Client may be required to deposit substantial additional margin, at short notice, to maintain their trading position. If the Client does not provide such additional margin within the time required by the Company, their trade may be closed at a loss and the Client will be liable for any resulting deficit.

20.5. Margin Requirements. The Company has the right to change the Margin requirements, by providing at least 10 (ten) Business Days' notice. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly. The Company has the right to apply new Margin requirements to the new positions. Should the Company wish to change the Margin Requirements for open Positions, it shall have to provide the Client with at least 15 Business Days Written Notice to the Client. However, it is agreed and understood that in extraordinary cases, the Company may make such an amendment and apply them on new and open Positions on shorter notice or without giving prior notice, where in its reasonable opinion such an amendment is necessary to protect the interests of the Client or of the Company. Margin Requirements always relate to each individual client account and must be covered by margins available thereon.

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20.6. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event and especially when there are abnormal market conditions and high volatility. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

### **23. Prohibited Actions**

23.1 The Client acknowledges, understands, accepts and agrees herewith that it is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client Account:

- a. Use, without the prior and written consent of the Company, of any software/system (e.g. Expert Advisor(s) and/or any automated data entry system), and of any software/system, which applies artificial intelligence analysis to the to the Company's systems and /or Platform(s) and/or Client Account.
- b. Intercept, monitor, damage or modify any communication which is not intended for the Client.
- c. Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- d. Send any unsolicited commercial communication not permitted under applicable Law or Applicable Regulations.
- e. Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- f. Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- g. Perform any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).
- h. Send massive requests on the server which may cause delays in the execution time.
- i. Abusive Trading.

23.2. Should the Company reasonably suspect that the Client has violated the terms of paragraph 23.1

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of this Client Agreement, the Company is entitled to take one or more of the counter measures of paragraph 23.2 of this Client Agreement.

#### **24. Termination and Results of Termination**

24.1. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least 15 Business Days Written Notice to the other Party. Termination will be without prejudice to Transactions already initiated. In the case of such termination, all pending Transactions on behalf of the Client shall be cancelled and any open positions shall be closed. Upon termination of this Agreement the Company will be entitled, without prior notice to the Client, to cease the access of the Client to the Company's Trading Platform.

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

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

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

- a. the Client will have an obligation close all their Open Positions. If they fail to do so, upon termination, the Company will close any Open Positions (the time of the closing of the open positions is at the discretion of the Company);
- b. the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
- c. the Company will be entitled to refuse to accept new Orders from the Client;
- d. the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.



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

- a. the Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- b. the Company has the right to close the Client Account(s);
- c. the Company has the right to convert any currency;
- d. the Company has the right to close out the Client's Open Positions;
- e. in absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply them with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.
- f. termination shall not in any case affect the rights which have arisen, existing commitments and/or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay to the Company:
  - i. any pending fees/commissions 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 this agreement; and
  - iii. any damages which arose during the arrangement or settlement of pending obligations.

24.6. The Company may terminate this Agreement immediately without giving 15 Business Days' notice in accordance with the terms of Paragraph 25 herein 'Events of Default' and not limited to the following cases:

- a. The Client violates and/or breaches any part and/or term within this Agreement and/or any documentation that forms part of this Agreement provided by the Company to the Client.

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- b. The Client's involvement in, but not limited to, any criminal and/or fraud and/or illegal action and/or omission whether against the Client and/or in turn adverse implications to and/or involvement of the Company deriving from and/or is linked in connection with the Client's involvement and/or in which it places the Company's interests and/or any Company's Clients interests at risk prior to terminating the Agreement.
  - c. Should any application be made and/or any order is issued and/or a meeting is convened and/or a resolution is approved and/or any measures of bankruptcy and/or winding up of the Client are taken.
  - d. Such termination is required by any Competent Regulatory Authority and/or Governmental Body and/or Court of Law.
  - e. The Company has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.
  - f. The Client has failed to provide any information related to any investigation or/and verification undertaken by the Company or/and any other Competent Authority.
  - g. The Client acts in a rude or abusive manner and/or threats to employees of the Company.
  - h. False and/or misleading information provided by the Client or unsubstantiated declarations made herein.
  - i. The Death of the Client in the cases of the Client being a physical person.

## **25. Events of Default**

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

- a. The failure of the Client to perform any obligation due to the Company.
- b. If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- c. The Client is unable to pay the Client's debts when they fall due.

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- d. Where any representation or warranty made by the Client in Paragraph 19 of this Client Agreement is or becomes untrue.
  - e. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
  - f. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 25.2 of this Client Agreement.
  - g. An action set out in paragraph 23.2 of this Client Agreement is required by a competent regulatory authority or body or court.
  - h. The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
  - i. The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.
  - j. If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
  - k. The Company reasonably suspects that the Client performed a prohibited action as set out in Paragraph 23 of this Client Agreement.
  - l. The Company reasonably suspects that the Client performed Abusive Trading.
  - m. The Company reasonably suspects that the Client opened the Client Account fraudulently.
  - n. The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.
  - o. The Client's IP sends massive requests on the server which may cause delays in the execution time.
  - p. The Client commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to themselves or to their debts under any bankruptcy, insolvency, regulatory,

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supervisory, or similar Law (including any corporate or other Law with potential application to an insolvent party), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian, examiner, or other similar official (each a "Default Official") of the Client or any substantial part of the Client's assets; or take any corporate action to authorise any of the foregoing, and, in the case of a reorganisation, arrangement, or composition, the Company does not consent to the proposals.

- q. The Client commences an involuntary case or other procedure is commenced against them seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze, or moratorium, or other similar relief with respect to the Client or their debts under any bankruptcy, insolvency, regulatory, supervisory, or similar Law (including any corporate or other Law with potential application to an insolvent party) or seeking the appointment of a Default Official of the Client or any substantial part of their assets, provided that it shall not be an Event of Default for any such case or procedure to be commenced against the Client, if the case or procedure is withdrawn, dismissed, discharged, stayed, or restrained, in each case within 15 days of the commencement thereof.
- r. The Client dies, becomes of unsound mind, becomes unable to pay their debts as they fall due or become bankrupt or insolvent, as defined under any bankruptcy or insolvency Law applicable to the Client; or any indebtedness on the Client's part is not paid on the due date thereof, or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable; or any suit, action, or other proceedings relating to this Agreement are commenced for any execution, attachment, garnishment, or distress against or an encumbrance takes possession of the whole or any part of the Client's property, undertaking, or assets (tangible and intangible).
- s. The Client becomes dissolved, or if the Client's capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing the Client's dissolution or his removal from such a register or the ending of such a registration.
- t. The Client fails to make any payment when due, or to make or take delivery of any Assets when due, or to observe or perform any other obligation of this Agreement or any Transaction in accordance with this Agreement, and such failure continues for one Business Day after notice of non-performance has been given by the Company to the Client.

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- u. Any representation or warranty made, given, or deemed made or given by the Client under this Agreement or in connection with any Transaction in accordance with this Agreement, proves false or misleading in any material respect as at the time it was made, given or deemed to be made or given.
  - v. The Client fails to pay any Margin Call demanded by the Company under the terms and conditions of this Agreement or any other agreement between the Client and the Company within the time specified in such demand. For the avoidance of doubt, notice of non-performance shall not be required for such failure to constitute an Event of Default.

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

- a. Terminate this Agreement immediately without prior notice to the Client.
- b. Cancel any Open Positions.
- c. Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
- d. Reject any Order of the Client.
- e. Restrict the Client's trading activity.
- f. In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution or financial institution.
- g. Cancel or reverse any profits or trading benefits and bonus gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed. The Company has the right to cancel orders and reverse profits within fourteen (14) Business Days.
- h. Take legal action for any losses suffered by the Company.
- i. Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.
- j. Cancel all the Client's outstanding orders and should the Company deem it appropriate and to the extent possible treat all and any Transactions under this Agreement then outstanding as

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having been cancelled or terminated or close out, replace or reverse any Transaction in accordance with the terms and conditions of this Agreement.

- k. Set off any obligation the Company or its Affiliates owe to the Client, and to apply all or any Cash the Company or its Affiliates hold for the Client's or the Client's Affiliate account, or which the Company is entitled to receive on the Client's behalf.
- l. Combine the Client and their Affiliate's Accounts with the Company and convert any currency into any other currency.
- m. Take, or refrain from taking, such other action at such time or times and in such manner as, at the Company's sole discretion, the Company considers necessary or appropriate to cover, reduce or eliminate its Loss or liability under or in respect of any Transactions, Positions or commitments under the terms of this Agreement.
- n. Apply the proceeds of any of the foregoing in or towards satisfaction of any obligation or liability the Client or their Affiliates may have to the Company or the Company's Affiliates (including any contingent or prospective liability).

25.3. Without prejudice and in addition to any general lien, right of set-off or other similar right which the Company may be entitled to exercise whether by Law or otherwise over any of the Client's or their Affiliate's Cash or Assets, the Client or their Affiliate's Cash or Assets shall be subject to a general lien in the Company's favour, in so far as there remain any outstanding amounts due and/or liabilities (whether actual or contingent) outstanding from the Client to the Company's or the latter's Affiliates.

## **26. Severability**

26.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be invalid, unenforceable or illegal or contravene any rule, regulation or by Law of any Market or regulator, the remaining provisions of this Agreement shall be construed as having full legal force and enforceability, and the Parties shall take all measures to agree in good faith on a new valid provision to replace the invalid one, so that such new provision is maximally close in its purpose to the provision declared as invalid.

## Schedule A: Glossary

- 1. Abusive Trading:** includes any of the following actions such as, but not limited to, placing “buy stop” and/or “sell stop” Orders prior to the release of financial data and news related to the Underlying Market, arbitrage, manipulations, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform, the use (without the prior and express written consent of the Company) of any software/system (e.g. Expert Advisor(s), Trading systems/programs, robots, spiders and/or any automated data entry system) with the Platform, the use (without the prior and express written consent of the Company) of any software/system, which applies artificial intelligence analysis to the to the Company’s systems and /or Platform(s) and/or Client Account.
- 2. Access Data:** shall mean the Login and Password of the Client, which are required for the Client to be able to access and use the Platform(s), and the telephone password, which is required to place Orders via phone and any other secret codes issued by the Company to the Client.
- 3. Account Opening Application Form:** shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, their categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.
- 4. Affiliate:** is a third party (legal Entity or Physical Person) who is engaged to promote the brand of the Company online, use their website as a portal for displaying promotional and advertising content, host marketing material and direct web-traffic to the Company’s website, increase the online profile of the Company through search engine optimisation and perform any other similar (with the abovementioned) activity.
- 5. Ask:** shall mean the higher price in a Quote at which the Client may buy.
- 6. Authorised Representative:** means the person who is expressly authorised by the Client to act on their behalf; the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Company.
- 7. Balance:** means the funds available in an Account that can be used for trading on financial instruments. It is equal to Net Deposits plus any realized profit or loss.
- 8. Base Currency:** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.
- 9. Bid:** shall mean the lower price in a Quote at which the Client may sell.
- 10. Business Day:** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Cyprus or international holidays to be announced on the Company’s Website.
- 11. Client Account:** shall mean the unique personalized trading account of the Client consisting of all Completed

Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

12. **Client Bank Account:** shall mean an account held in the name of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor; and/or an account held in the name of the Company on behalf of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor.
13. **Client Money:** means money that is paid into the Company and is held for the Client. It is calculated as money deposited by the Client in their Account, plus or minus any unrealised or realised profit or loss of an open position, plus or minus any amount that is due by the Client to the Company and vice versa.
14. **Closed Position:** shall mean any position which has been closed.
15. **Completed Transaction:** shall mean two counter deals of the same size (opening a position and closing a position), buy then sell and vice versa.
16. **Contract for Differences (CFDs):** CFDs are derivative financial products that are traded on margin ('Leveraged Products'). CFDs, which are traded off-exchange (or OTC), are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets. A full list of the CFDs on offer by us is available on the Company's Website.
17. **Contract Specifications:** shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time. The Contract Specifications appear on the Company's Website and/or Platform.
18. **Currency of the Client Account:** shall mean the currency that the Client Account as offered by the Company from time to time.
19. **Currency Pair:** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.
20. **Custodian:** means a credit institution providing custody, registration and/or settlement services for money and Securities, a brokerage Company holding the respective license, a depository or a settlement system used by the Company.
21. **CySEC:** shall mean the Cyprus Securities and Exchange Commission, which is the Company's Supervisory Authority/Regulator.
22. **CySEC Rules:** shall mean the Rules, Directives, Circulars, Regulations, Guidance notes, Opinions or Recommendations of CySEC.



23. **Eligible Counterparty:** shall mean an Eligible Counterparty in accordance with CySEC Rules, as specified in the document "Client Categorization Policy".
24. **EMIR:** shall mean The European Markets and Infrastructure Regulation as this may be amended from time to time.
25. **Equity:** shall mean the Balance plus or minus any Profit or Loss that derives from Open Positions and shall be calculated as:  $Equity = Balance + Profit - Loss$ .
26. **Expert Advisor:** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade the Client's account, automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.
27. **Extraordinary Cases:** shall mean that the Company is reacting on external factors.
28. **FATCA:** shall mean The Foreign Account Tax Compliance Act as this may be amended from time to time.
29. **Financial Instrument:** shall mean the Financial Instruments under the Company's CIF license which can be found in the document "Company Information". It is understood that the Company does not necessarily offer all the Financial Instruments which appear on its CIF license but only those marketed on its Website, from time to time.
30. **Free Margin:** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as follows:  $Free\ margin = Equity - Used\ Margin$ .
31. **Hedged Margin:** for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Hedged Positions.
32. **Hedged Positions:** for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.
33. **Initial Margin:** for CFD trading shall mean the necessary margin required by the Company so as to open a position.
34. **Investment Services:** shall mean the Investment Services under the Company's CIF license which can be found in the document "Company Information" available on the Company's Website, and in accordance with Clause 1 herein.
35. **Liquidity Provider:** shall mean any financial institution, bank, systematic internaliser, prime broker, market maker who holds himself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against his proprietary capital at prices defined by him and/or facilitate the execution of transactions in Financial instruments; Liquidity provider will offer different spreads for different pairs and different volumes for each pair.
36. **Long (Buy) Position:** for CFD trading shall mean a buy position that appreciates in value if underlying market

prices increase. For example, in respect of Currency Pairs, buying the Base Currency against the Quote Currency.

37. **Lot:** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.
38. **Lot Size:** shall mean the number of Underlying Assets in one Lot in a CFD.
39. **Margin:** shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.
40. **Margin Call:** shall mean the situation when Margin Level in a Client's Account reaches 100% and the Company informs the Client on the trading platform to deposit additional Margin when the Client does not have enough Margin to open new positions.
41. **Margin Level:** for CFD trading shall mean the percentage ratio of Equity to Used Margin. It is calculated as follows:  $\text{Margin Level} = (\text{Equity} / \text{Used Margin}) \times 100\%$ .
42. **Margin Trading:** for CFD trading shall mean Leveraged trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size; i.e. the practise where the Client makes a cash down payment (Margin) with the Company and maintains an amount of money according to Margin Level, giving the Client the right to place Orders in Foreign Exchange worth more than the Margin.
43. **Maintenance Margin:** shall mean the Margin Level calculated by the Company at a certain moment of time that is required to maintain the Client's Open Positions as set out in Schedule 1 hereof.
44. **Margin Requirement:** shall mean the requirements set out by the Company in respect of the amount of money necessary to open and maintain Open Positions. Margin Requirements include the Initial and Maintenance Margin Requirements as set out in Schedule 1 hereof. Margin Requirements always relate to each individual Client account and must be covered by margins available thereon.
45. **Negative Balance:** for CFD trading shall mean the total negative financial amount in the Client Trading Account owed by the Client to the Company.
46. **Normal Market Size:** for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.
47. **Open Position:** shall mean any open CFD Position which has not yet been closed. In relation to CFD trading, this may be a Long Position or a Short Position which is not a Completed Transaction.
48. **Order:** shall mean an instruction from the Client to trade in CFDs as the case may be.
49. **Order Level:** for CFD trading shall mean the price indicated in the Order.
50. **Outsourcing:** means an arrangement of any form between the Company and a service provider by which that service provider performs a process, a service or an activity which would otherwise be undertaken by the Company itself.
51. **Parties:** shall mean the parties to this Client Agreement – i.e. the Company and the Client.
52. **Pending Order:** shall mean a Buy Limit, a Buy Stop, a Sell Limit, and a Sell Stop order.
53. **Platform:** shall mean the electronic mechanism operated and maintained by the Company, consisting of a

trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

54. **Quote:** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.
55. **Quote Currency:** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.
56. **Quotes Base:** in relation to CFD trading shall mean Quotes Flow information stored on the Server.
57. **Quotes Flow:** shall mean the stream of Quotes in the Platform for each CFD.
58. **Segregated Account:** means an account held with a banking institution for the purposes of holding Client money. The account is held in trust with Clients as ultimate beneficiaries, in accordance with the applicable rules.
59. **Server Time:** means UTC+2 (or, UTC+3 if daylight saving time applies).
60. **Short (Sell) Position:** for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.
61. **Slippage:** shall mean the difference between the requested price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of high volatility (for example due to news events), making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough liquidity at the desired price level to maintain the expected price of trade.
62. **Spread:** for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.
63. **Stop Loss:** shall mean an instruction that is attached to a pending order or market order for minimising loss.
64. **Stop Out:** shall mean the liquidation of a position when the Client's Account Margin Level drops below 50%. The Margin Level may be changed by the Company to match the one provided by the Liquidity Provider(s) and/or at the Company's own discretion.
65. **Swap:** for CFD trading shall mean the interest added or deducted for holding a position open overnight.
66. **Take Profit:** shall mean an instruction that is attached to a pending order or market order for realizing profits.
67. **Trading Account and/or Trading Accounts:** shall mean the Client Account and/or the special personal account and/or accounts of a Client that have a unique number or numbers for internal calculation and Client deposits, opened by the Company in the name of the Client.
68. **Trailing Stop:** in CFD trading shall mean a stop-loss order set at a percentage level below the market price for a long position. The trailing stop price is adjusted as the price fluctuates. A trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the

stop price rises by the trail amount, but if the pair price falls, the stop loss price does not change, and a market order is submitted when the stop price is hit.

**69. Transaction:** shall mean a transaction of the Client in a CFD.

**70. Transaction Size:** for CFD trading shall mean Lot Size multiplied by number of Lots.

**71. Underlying Asset:** shall mean the object or underlying asset in a CFD which may be Currency Pairs, Metals, Stock Indices, Commodities, Metals, Stocks, Futures or as determined by the Company from time to time and made available on the Company's Website.

**72. Underlying Market:** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**73. Used Margin:** for CFD trading shall mean the necessary margin required by the Company so as Open Positions and or to maintain Open Positions.

**74. US Reportable Persons:** have the meaning in accordance to FATCA, namely:

- a) a US citizen (including dual citizen)
- b) a US resident alien for tax purposes
- c) a domestic partnership
- d) a domestic corporation
- e) any estate other than a foreign estate
- f) any trust if:
  - i. a court within the United States is able to exercise primary supervision over the administration of the trust;
  - ii. one or more United States persons have the authority to control all substantial decisions of the trust;
  - iii. any other person that is not a foreign person.

**75. Value Date:** means the clearing date of funds.

**76. Website:** shall mean the Company's website, which can be accessed on the following URL address <http://www.nagamarkets.eu>