



SM CAPITAL MARKETS

Global Online Trading

# SM CAPITAL MARKETS TERMS AND CONDITIONS

October 2019

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SM CAPITAL MARKETS LTD (previously named ABC 123 (CY) LTD)  
is authorized and regulated by CySEC License (339/17)  
with its registered business Office  
9, Spyrou Kyprianou Avenue,  
Neda Court Floor 1,  
3070 Limassol, Cyprus

## INTRODUCTION

SM Capital Markets Ltd (hereinafter the “**Company**”) is an Investment Firm incorporated and registered in the Republic of Cyprus with business address at 9 Spyrou Kyprianou Avenue, Neda Court Floor 1, Postal Code 3070, Limassol, Cyprus and Registration Number HE 346068. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (hereinafter the “**CySEC**”) under License Number 339/17 and operates under the Law which Provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and other Related Matters of 2017 (Law 87(I)/2017), as subsequently amended from time to time (hereinafter the “**Law**”) as well as CySEC relevant directives and circulars as subsequently issued and amended from time to time (hereinafter the “**Regulations**”). The investment and ancillary services that the Company is authorized to provide are described and specified in section “Provision of Services” of these Trading Terms and Conditions (hereinafter the “**Agreement**”).

### 1. SCOPE AND APPLICATION OF TRADING TERMS AND CONDITIONS

- 1.1 This Agreement is entered by and between the Company on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (hereinafter the “**Client**”) pursuant to the provisions on this agreement on the other part.
- 1.2 These Terms and Conditions and the following documents, as amended from time to time: “Client Categorization Notice”, “Conflicts of Interest Policy”, “Best Execution Policy” and “Risk Disclosure and Warnings Notice”, “Investor Compensation Fund”, “Complaints handling Policy”, “Privacy Policy” and “Cookie Policy” and other relevant documents (together, the “**Agreement**”) set out the terms upon which the Company will offer Services to the Client. The Client should read all the above-mentioned documents which form the Agreement and any other letters or notices sent by the Company carefully as well as the various documents found on the Website such as “Investor Compensation Fund”, “Complaints handling Policy”, “Privacy Policy” and “Cookie Policy” and make sure that the Client understands and agrees with them prior to opening a trading account with the Company.
- 1.3 This Agreement in its entirety and its subsequent amendments shall govern the relationship between clients and the Company with regards to the provision of investment and ancillary services that the Company is authorized to provide. This Agreement and its subsequent amendments are non-negotiable and override and supersede any other agreements, arrangements, express or implied statements made to the Client by the Company or any of the Company’s Introducer(s).
- 1.4 The Company with this Agreement aims to provide clients with information about the Company, its services and the risks associated when dealing with in Contract for Differences (hereinafter the “**CFDs**”) and other derivative financial instruments, in a fair and non-misleading basis in order to allow clients to make an informed prior to entering into a relationship with the Company.
- 1.5 This Agreement being a distance contract is governed by Distance Marketing of Consumer Financial Services Law N.242 (I)/2004 which implements EU directive 2002/65/EC under which the execution and signing of the Agreement by either the client or the Company is not required in order for the Agreement to be considered legally binding on both the Company and its clients. This means the Agreement without being physically signed has the same judicial power and rights as a signed one. Clients who wish to have a signed Agreement, then they should print and send 2

original copies bearing original signatures to the Company, where the Company will sign and stamp the said Agreements and arrange for one copy to be sent back to the client whereas the second copy will be kept in respective client's folder.

- 1.6 The Agreement shall be binding to both Parties, the Company and the Client, upon accepting electronically and/or in written form the Company's Terms and Conditions and shall inure to the benefit of both Parties and their permitted successors and assignees.
- 1.7 After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company, the Company will send the Client a notice indicating whether he or she has been accepted as a Client of the Company. It is understood that the Company is not to be required (and to accept a person as its Client until all required documentation have been received by the Company, and properly completed by the Client. The Company reserves its authority to reject any prospective Client without any explanations.
- 1.8 The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Trading Account has been opened for the Client.
- 1.9 The Client understands that as part of the verification of the Client's information for the purposes of the opening of the Client's Trading Account the following measures are adopted by the Company:
  - a. In case the Client's identification has not been completed and the cumulative amount of deposited funds by the Client does not exceed €2,000, irrespective of the number of accounts the Client holds with the Company the Company will allow the Client to keep his Trading Account provided that he or she has provided the necessary information and/or documentation for the verification of his identity within a timeframe of 15 (fifteen) calendar days from initial contact with the Company. The Company reserves the right to request for additional enhanced due diligence and/or identification information for the purpose of verifying the Client's identify during the 15 (fifteen) days period.
  - b. In case the Client has failed to provide the necessary information and/or documentation for his verification by the end of the 15 (fifteenth) calendar day from the initial contact with the Company, the Company shall terminate the relationship with the Client and shall return automatically all deposited funds to the Client, in the same source from which they originated. In addition, the Company will close any open positions in the Client's Trading Account, by the end of the 15 (fifteenth) calendar day from the initial contact with the company. The return of funds shall occur immediately, even if the request of the return has not been made by the Client. The returned funds (deposits) shall also include any profits the customer has gained during their transactions and exclude any losses incurred.
  - c. In case the Company has reasonable suspicion that the Client is involved in money laundering or terrorist financing matters, the Company reserves the right to freeze and/or withheld the funds for the purpose reporting their suspicions to MOKAS and also notifying CYSEC in relation to the suspicious incident.
- 1.10 The Client shall not use his Account for payment to third parties.
- 1.11 In order to open an account, the Client will need to fill out Company's application form and provide all required documents as described on the relevant forms for account opening:
  - a. For Natural Persons – Individual Account Application and Joint Account Application;

b. For Legal Entities – Corporate Account Application.

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

2. CLIENTS GENERAL ACKNOWLEDGEMENT

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

3. TERMS AND DEFINITIONS

- 3.1 In this Agreement the following terms words shall have the following meanings and definitions in the singular or plural as appropriate:

<b>Access Codes</b>	Means the credentials (i.e. login and password) provided to clients by the Company in order to have access on the Company’s Trading Platform, Company’s Client Portal or Website (where applicable);
<b>Access Data</b>	Means the Client’s access codes, any login code, password(s), Trading Account Number(s) and any information required to place orders via the Company’s Trading Platform;
<b>Account Registration Form/KYC</b>	Means the online application form that clients need to complete during the online account registration procedure for opening a trading account with the Company via which clients are required to provide necessary information in order to enable the Company to establish among other the clients’ identification, economic profile,

investment knowledge and experience and clients' categorization in accordance with the Regulations;

<b>Agreement</b>	Means the Trading Terms and Conditions under which the Company provides its investments and ancillary services to its Clients; which also includes the following documents that constitute an integral part of the Agreement: a) Terms and Conditions, b) Client Categorization Notice, c)Conflicts of Interest Policy, d) Best Execution Policy e) Risk Disclosures and Warning Notice, f) Complaints Handling Policy g) Investor Compensation Fund, h) Privacy Policy and the i) Cookie Policy found on the Company's Main Website and any of their subsequent amendments. All of the abovementioned documents including the Agreement are all publicly available on the Company's Main Website;
<b>Applicable Regulations</b>	Means: a) CySEC rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the rules of the relevant Market; (c) The Law which Provides for the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters 2017, as amended, (d) all other applicable laws, rules and regulations as in force from time to time in any jurisdiction;
<b>Ask Price</b>	Means the price at which the Company is willing to sell a CFD or any other derivative financial instrument;
<b>Authorized Person</b>	Means a person duly authorized under a power of attorney to act on behalf of a Client including among others giving instructions to the Company in relation to the client's trading account;
<b>Balance</b>	Means shall mean the net of all realized profits and losses in the Client Trading Account after the last Completed Transaction and Depositing/withdrawal operation at any period of time.
<b>Base Currency</b>	Means the first currency in the Currency Pair against which the Client buys or sells the Quote Currency;
<b>Bid Price</b>	Means the price at which the Company is willing to buy a CFD or any other derivative financial instrument;
<b>Business Day</b>	Means a business day that financial markets are open, other than a Saturday or a Sunday, or the 25 <sup>th</sup> of December, or the 1 <sup>st</sup> of January, or any other day which is considered as public holiday in the Republic of Cyprus or elsewhere that is announced on the Company's website;
<b>Client</b>	Means every person (natural or legal) to whom the Company provides investment and/or ancillary services and who has completed the online account registration procedure;
<b>Client Account</b>	Means any and all personalized accounts which a Client holds with the Company for trading in CFDs, consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money and which are governed by the Agreement;
<b>Client Information</b>	Means any information or documentation that Clients provide and submit to the

Company or otherwise obtained by the Company which is related to them, their Account(s) or the provision or use of the Company's services;

**Client Money Rules** The rules relating to Client money as set out by the Company's Regulator;

**Client's Account** **Bank** Means any and all accounts held in the name of the Client and/or the name of the Company on behalf of the client with a bank or other credit institution or any electronic payment provider or a credit card processor;

**Closed Position** Means the opposite of an Open Position;

**Company** Means SM Capital Markets Ltd with a business address at 9 Spyrou Kyprianou Avenue, Neda Court Floor 1, Postal Code 3070, Limassol, Cyprus. Financial Services Company registered under the Company Law Cap.113 of the Laws of the Republic of Cyprus with Registration Number 346068 and is authorized and regulated by the Cyprus Securities and Exchange Commission under Licence Number 339/17;

**Company's Contact Details** Phone: +357 25281811  
Email: [info@smcapitalmarkets.com](mailto:info@smcapitalmarkets.com)  
Website: [www.smcapitalmarkets.com](http://www.smcapitalmarkets.com)  
Address: 9 Spyrou Kyprianou Avenue, Neda Court Floor 1, Postal Code 3070, Limassol, Cyprus

**Company's Main Website or Website** [www.smcapitalmarkets.com](http://www.smcapitalmarkets.com) or any other website that may be used by the Company from time to time, if the term Website is used depending on the context it might refer to this definition;

**Completed Transaction** Means two counter positions/transactions of the same size in different directions (i.e. opening a position and closing the position) buying then selling or selling and then buying; in a Financial Instrument shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa;

**Contract Differences or CFD(s)** **for** ("CFD") means a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument;

**Contract Specifications** Means trading information and details (including without limitation such information and details such as Spread, Lot Size, Margin Requirements, Swaps etc.) for each type of Financial Instrument offered by the Company as determined and as updated on the Company's Trading Platform and as placed for indicative purposes only on the Company's Website, in the event of Conflict between the two the version of the Trading Platform shall always prevail;

**Currency of Trading Account** **of the** Means the currency that Clients choose when opening a Trading; Account or converted into at clients' choice (provided the Company in its sole and absolute discretion elects to grant to the Client such a right) after the opening of the Trading Account;

**Currency Pair** Means the object of a Transaction based on the change in the value of one currency against the other;

**CySEC** Means the Cyprus Securities and Exchange Commission, whose offices are located at

19, Diagorou Str. CY-1097, Nicosia, Cyprus (phone: +35722506600, fax: +35722506700 website: www.cysec.gov.cy) and which is the Company's supervisory authority;

<b>Durable Medium</b>	Means any instrument which enables the client to store information addressed personally to him in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;
<b>Electronic Systems</b>	Means any electronic facility offered by the Company (e.g MetaTrader Platforms, web-based platforms, mobile platforms, etc.) including any hardware, software and/or communications link; The term Electronic Systems depending to the context may include the Client Portal;
<b>Eligible Counterparty</b>	Means an "Eligible Counterparty" as defined in the Client Categorization Policy;
<b>EMIR</b>	Shall mean Regulation (EU) No. 648/2012 of the European Parliament and the Council on OTC Derivatives, central counterparties and trade repositories, as amended from time to time;
<b>Equity</b>	Means the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position) – which can be expressed as follows: Balance +/- Open Positions – Spread – Charges;
<b>Event of Default</b>	Means any event described in Paragraph 34 and this includes without limitation any other similar circumstance and event described in this Agreement that might have the same or similar effect;
<b>Expert Advisor</b>	Means a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company's Trading Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client Trading Account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels;
<b>Financial Instruments</b>	Means the Underlying Financial Instruments offered by the Company that are traded through CFDs;
<b>Floating Profit/Loss</b>	Means current profit/loss on Open Positions in Financial Instrument(s) calculated at the current Quotes (added any commissions or fees if applicable);
<b>Free Margin</b>	Means the amount of funds available in the Clients' Trading Account that can be used to open or maintain a position and is calculated as Equity – Necessary Margin;
<b>Initial Margin</b>	For Financial Instruments trading shall mean the necessary margin required by the Company to open a position;
<b>Introducer</b>	Shall have the meaning as set in paragraph 24 of the Client Agreement;
<b>Margin</b>	Means the necessary guarantee funds required to open or maintain Open Positions in a Financial Instruments Transaction.
<b>Margin Call</b>	Mean the situation when the Company informs the Client to deposit additional Margin



when the Client does not have enough Margin to open or maintain open positions;

**Margin Level MiFID II** Means for Financial Instruments trading, the percentage of Equity to Necessary Margin ratio. It is calculated as: **Margin Level = (Equity / Necessary Margin) x 100%**. when used in this Agreement, unless the context otherwise requires, shall mean Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (the “Markets in Financial Instruments Directive (2014/65/EU)”, as the same may be in force from time to time and modified or amended from time to time;

**MiFIR** Shall mean Regulation (EU) No. 600/2014 of the European Parliament and the Council on markets in financial instruments as amended from time to time;

**Multilateral Trading** Means a multilateral system operated by an IF or market operator;

**Facility (MTF)** Which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments - in the system and in accordance with its non- discretionary rules - in a way that results in a contract;

**Open Position** Means any open position which has not been closed. In relation to Financial Instruments trading this may be a Long Position or a Short Position which is not a Completed Transaction;

**Order** Means any instruction from Clients to the Company to open or close a position on the Company’s Trading Platform;

**Parties** Means the parties to this Agreement (i.e. Company and Client);

**Pip Hunting** Means the situation when the Client opens a position and closes it in a very short time (once there is a profit of one pip);

**Politically Exposed Persons** Means:

A. Natural persons who are or have been entrusted with prominent public functions, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, *chargés d’affaires* and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State- owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Furthermore, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not fall under this category.

B. The immediate family members of such persons as defined above under A), such as: the spouse; any partner considered by national law as equivalent to the spouse; their children and their spouses or partners; and the parents.

C. Persons known to be close associates of such persons as defined above under A), such as: any natural person who is known to have joint beneficial ownership of legal



entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A;

<b>Power of Attorney</b>	Means the power to authorize a third party to act on behalf of the Client in all business relationships/activities with the Company;
<b>Professional Client</b>	Means a “Professional Client” as defined in the Client Categorization Policy;
<b>Quote</b>	Means the information of the currency price for a specific Financial Instrument, in the form of the Bid and Ask prices;
<b>Quote Currency</b>	Means the second currency in the currency pair;
<b>Regulator</b>	Means the Cyprus Securities and Exchange Commission (“CySEC”);
<b>Retail Client</b>	Means a client who is neither a Professional Client nor an Eligible Counterparty as defined in the Client Categorization Policy;
<b>Rollover</b>	Rolling a position on expired contract to the following day and/or to the new contract;
<b>Scalping</b>	(does not apply for Professional Clients account types) means the situation where the Client opens profitable positions at the same time and closes them for less than two minutes and/or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference;
<b>Segregated Account</b>	Means a Client Bank Account as defined by and held in accordance with the Applicable Regulations;
<b>Services</b>	The services provided by us under this Customer Agreement;
<b>Slippage</b>	Means the difference between the expected price of a Transaction in a Financial Instruments, and the price the Transaction is actually executed at. At the time that an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to or a number of pips away from them Client’s requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade;
<b>Spread</b>	Means the difference between the Ask and the Bid price;
<b>STP/ECN</b>	Means electronic communication network trading type which the company will act as an agent to the client Orders and not as principal;
<b>Swap or Swap Rate</b>	Means a charge by the Company for the interest cost and associated costs incurred in relation to the overnight rollover of an open position;

**Trade Confirmation** Means a notification/message from the Company to its Clients confirming the transmission and/or execution of Clients' Order;

**Trading Platform or Platform** Means any program and software used by the Company to enable its Clients to place/modify/delete/execute orders, obtain price information and markets related news in real time, make technical analysis on the markets, receive notices from the Company and keep record of Transactions;

**Trailing Stop** Means in Financial Instruments, a stop-loss order set at a percentage level below the market price – for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit;

**Transaction** Means any type of transaction undertaken by the Client or on behalf of the Client in the Client's account such deposits, withdrawals, orders for the purchase and sale of Financial Instruments etc.;

**Underlying Asset** Means the Underlying Financial Instrument (e.g. commodity, currency, index and precious metals) on which derivative's price is based;

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

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

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

#### 4. PROVISION OF SERVICES

4.1 Provided that the Company has accepted a Client as Company's Client, the Investment Services to be offered and provided to the Client are:

- a. Reception and transmission of orders in relation to one or more financial instruments
- b. Execution of orders on behalf of clients

4.2 The Company as part of its CySEC authorization will also offer and provide the following Ancillary Services:

- a. Safekeeping and administration of financial instruments, including custodianship and related services;
- b. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- c. Foreign exchange services where these are connected to the provision of the investment services.

- 4.3 The Underlying Asset of the Financial Instruments offered by the Company is not physically delivered to Clients but rather the Profit or Loss in the Currency of the Client's Trading Account is deposited in/withdrawn from Client's Trading Account once the order has been executed.
- 4.4 The Company's services do not include and authorize the provision of investment advice. Consequently, The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Trading Account and place Orders and take relevant decisions based on his own judgement.
- 4.5 The Company will not provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent advice before entering into a Transaction and hereby confirms that he/she will not hold the Company liable in relation to the Client's decisions.
- 4.6 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:
- a. The Company will not be responsible for such information.
  - b. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
  - c. This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
  - d. If the document contains a restriction on the person or category of persons to whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons restricted to receive such information.
  - e. The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.
- 4.7 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.
- 4.8 For the provision of the Investment Services described in paragraph 6.1(a) and (b) above, the Company is required to apply the appropriateness test in order to assess whether the products (i.e. Financial Instruments) and services offered by the Company are appropriate for the Client.
- 4.9 The Investment Services offered by the Company involve transactions in Financial Instruments that are not executed on a regulated market or a Multilateral Trading Facility (MTF), rather they are executed via the Company's Trading Platform on an Over-The- Counter (OTC) basis and as such Clients by accepting this Agreement they consent for the execution of such transactions.
- 4.10 The Company will deal with the Client based on the terms of:
- a. This agreement;
  - b. the Order Execution Policy;

- c. the Risk Disclosure Policy;
- d. the Conflict of Interest Policy;
- e. the Investment Compensation Fund;
- f. the Client Classification;
- g. Client's completed Application Form;
- h. Key Information Document;
- i. any additional amendments issued by the Company.

- 4.11 This Agreement applies to all Transactions of the Client or his/her authorized representative with the Company:
- a. via internet over the online trading platform;
  - b. via any downloadable Electronic Trading Platform offered by the Company;
  - c. via any other electronic system offered by the Company.

## 5. APPROPRIATENESS TEST

- 5.1 MiFID II makes a distinction between services that are simply a matter of execution and those where prior assessment is required to determine the extent to which the service and/or the product is "appropriate" to the client's needs and circumstances and "appropriate" to the client's level of knowledge and experience. For the purposes of assessment of appropriateness, MiFID II requires certain information on clients to be obtained and formally assessed in order to ensure such appropriateness; to satisfy this requirement, we have designed an appropriateness test which we will apply to clients before providing investment services, unless the client is classified as "professional client" or "eligible counterparty".
- 5.2 Subject always to any applicable obligations in the Regulations, the Client is responsible for making an independent appraisal and investigation into the risks of a particular transaction. The Company gives no warranty as to the appropriateness of the Financial Instruments and investment services and assumes no fiduciary duty in its relations with the Client. Where applicable to the categorization of the Client and only in relation to Financial Instruments and services subject to the Regulations, the Company will assess the appropriateness of proposed Financial Instruments, investment services and activities for the Client. The Company will warn the Client if it concludes that a particular investment service or Financial Instrument is not appropriate for the Client, subject to the Client providing sufficient information to allow the Company to conduct the assessment of appropriateness and will not provide its services if the Company determines based on the said test that the client does have the necessary knowledge and expertise to receive such services.
- 5.3 We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility if such information is inaccurate or changes without informing us and as a result we will not be able to follow our regulatory requirements of appropriateness. If you fail to provide sufficient information in this regard, we will not be able to assess whether you have the necessary knowledge and experience to understand the risks involved. If you still wish us to proceed on your behalf, we may do so, but we shall not be able to determine whether trading in CFDs is appropriate for you. Consequently, we strongly advise you to provide us with accurate information which we believe to be necessary for the purpose of enabling us to assess the appropriateness / suitability of our products for you.

- 5.4 Warning that Service/Financial Instruments may not be appropriate: In the event that the Company deals with the Client on an execution-only basis for the buying or selling of complex products, the Company is required to make an assessment as to whether the product or service being provided or offered is appropriate for the Client. In this case, the elements to be assessed will be the Client's knowledge and experience in the investment sector relating to that particular category of financial instrument offered or required, so as to secure that the Client is aware of any risks. Where the Client is a Professional Client, the Company is entitled to assume that he/she has the necessary experience and knowledge to enable him/her to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which he/she has been classified as a professional client. If the Client does not consider that he/she does has the necessary knowledge and experience, he/she must make the Company aware of this prior to the provision of such product or service and provide the Company with any available information as to the level of his/her knowledge and experience. The Company accepts no liability in these circumstances.
- 5.5 Warning in relation to execution only services in non-complex products: If the Company provides the Client with execution- only Services in relation to non-complex Financial Instruments (such as shares admitted to trading on a regulated market or in an equivalent third country market, money market instruments, bonds and undertakings for collective investment in transferable securities) admitted to trading on a regulated market or in an equivalent third country market and the service is provided at Client's initiative, the Company is not required to obtain information from the Client regarding his/her knowledge and experience, his/her financial situation or his/her investment objectives so as to enable the Company to make an assessment as to the appropriateness of the Financial Instrument or Service provided or offered. Please note, therefore, that the Client will not benefit from the protection of the relevant rules requiring the Company to assess the appropriateness of the product, Service or Transaction for the Client.
- 5.6 Furthermore, our Online Trading Facility is available only to, and may only be used by Clients who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of accessing and/or using our Online Trading Facility and entering into Transactions and Contracts via our Online Trading Facility and who have done so without relying on any information contained on, or in our Online Trading Facility and/or otherwise provided by us in relation thereto.
- 5.7 In accordance with the foregoing, you hereby represent, warrant and covenant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into Transactions and/or Contracts via our Online Trading Facility; (b) that you have done so without relying on any information contained on or in our Online Trading Facility and/or otherwise provided by us in relation thereto; (c) that you act as Principal and sole beneficial owner (but NOT as trustee) in entering into this Agreement and/or any Transactions and/or Contracts via our Online Trading Facility;(d) that, regardless of any subsequent determination to the contrary, trading in financial contracts, Transactions and/or Contracts via our Online Trading Facility (and in such other investments as we may from time to time agree) is appropriate and suitable for you and that you are aware of all risks involved with such Transactions and/or Contracts; (e) that you are willing and financially able to sustain a total loss of funds resulting from any Transactions and/or Contracts entered into via our Online Trading Facility; and (f) that you have read, and fully understood, the "Risk Disclosure" on our Website.
6. CLIENT CATEGORIZATION

- 6.1 Company shall categorize its Clients as Retail Clients in relation to the Investment and Ancillary services is authorized to offer and provide. By categorizing its Clients as Retail Clients, the Company provides the highest possible level of protection compared to a Professional Client or Eligible Counterparties.
- 6.2 Clients who have been categorized as Retail Clients by the Company may request from the Company in writing to be treated either as Professional Clients or Eligible Counterparties (and hence may lose certain protection and investor compensation rights), either generally or in respect of a particular investment service or transaction, or type of transaction or product. The Company reserves the right and at its discretion, may decide not to take into consideration such treatment and consequently decline any requests for different classification.
- 6.3 Clients are responsible for keeping the Company informed if there is a change in their personal circumstances that could affect their categorization as such.
- 6.4 Clients acknowledge and accept that they have read and accepted the Company's "Client Categorization Policy" which was provided during the registration process and is publicly available on the Legal Documentation section in the Company's Main Website as amended from time to time.

## 7. ACKNOWLEDGEMENT OF RISKS

- 7.1 Clients should not engage in any dealings directly or indirectly in CFDs and other derivative financial instruments unless they know and have a clear understanding of the risks involved and associated when dealing in CFDs and other derivative financial instruments.
- 7.2 Clients should acknowledge and understand that prior to deciding in dealing in CFDs and other derivative financial instruments, should consider their investment objectives, risk tolerance, financial resources and level of experience on these products. If Clients do not understand the risks involved and associated when dealing in CFDs and other derivative financial instruments. and/or are not familiar in dealing in CFDs and other derivative financial instruments they should seek independent financial advice prior to applying for opening a trading account with the Company. If upon receipt of independent financial advice Clients still do not understand the risks involved and associated when dealing in CFDs and other derivative financial instruments, they should not apply for opening a trading account with the Company and/or refrain from trading if already opened a trading account with the Company.
- 7.3 Clients acknowledge, understand and accept that CFDs and other derivative financial instruments are leveraged products and involve and carry a high level of risk and clients may sustain losses and damages (i.e. possible to lose all of your invested capital) and consequently Clients by applying for the opening of a trading account with the Company accept and are willing to undertake such risk.
- 7.4 Information of the previous/past performance of a Financial Instrument it is not a guarantee for its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.

- 7.5 The value of CFDs and other derivative financial instruments may decrease, and clients acknowledge that they may receive less money than invested/deposited or the value may be subject to high fluctuations and this may result to the invested/deposited capital to become of no value.
- 7.6 Clients acknowledge that the transactions undertaken through the dealing services of the Company may be of a speculative nature. Large losses may occur in a short period of time, and may be equal to the total of funds deposited with the Company
- 7.7 Clients acknowledge and accept that they have read and accepted the Company's "Risk Disclosures" as amended from time to time which was provided during the registration process and is publicly available on the Company's Legal Documentation section on the Main Website.

## 8. ELECTRONIC SYSTEMS/TRADING/WEBSITE ACCESS

- 8.1 When the Client's Account is enabled, the Company will provide the Client with Access Codes for accessing the Company's Electronic Systems and enter into transactions and/or dealings with the Company. For instance, the Client can use the Access Codes among others to access the Company's Trading Platform in order to be able to place orders for the purchase or sale of Financial Instruments.
- 8.2 Clients shall take reasonably necessary measures to ensure confidentiality of all information, including but not limited to Access Data and Access Codes in order to avoid and prevent any action that could probably allow the irregular or unauthorized use and access of such information. For instance, the Company strongly advises Clients among others to avoid using any public computer for login with their Access Codes and to always logout when using the Company's Electronic Systems. The Client acknowledge that the Company bears no responsibility for any type and kind of losses that may occur and/or are connected by unauthorized use of their Access Data and Access Codes by any third party and consequently such third parties having access, to information, including but not limited to electronic addresses, electronic communication and personal data, when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, post etc.
- 8.3 The Company reserves the right, at its discretion, to restrict or limit the Client's access to its Electronic Systems or part of, where it deems appropriate for the smooth operation of its Electronic Systems as well as to protect its Clients' interests. The same will apply in the case where the Company suspects or has reasonable grounds to suspect that the Client has allowed such unauthorized used whether wilfully or negligently.
- 8.4 Client acknowledge that when using the Company's Electronic Systems (e.g. Website and/or Trading Platform) they will not, whether by act or omission, do anything that will or may violate the integrity of the Company's computer system or cause such system to malfunction. You are solely responsible for providing and maintaining the equipment necessary to access and use our Website and/or Online Trading System.
- 8.5 Clients acknowledge that the electronic nature of the Company's services may be subject to events, which may affect their access to the Company's Electronic Systems (e.g. Website and/or Trading Platform) including but not limited to interruptions or transmission blackouts. Clients



acknowledge that the Company bears no responsibility for any damages or losses resulting from such events which are beyond the Company's control or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from Clients inability to access the Company's Electronic Systems or delay or failure in sending Orders.

- 8.6 The Company makes no express or implied representations:
- a. that the Electronic Systems will be available for access all the time, or at any time on a continuous uninterrupted basis. Access to the Electronic Systems may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades
  - b. as to the operation, quality or functionality of the Electronic Systems.
  - c. that the Electronic Systems will be free of errors or defects
  - d. that the Electronic Systems is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data or other property.
- 8.7 The Company is not an Internet Service Provider and cannot be responsible for not fulfilling any obligations under this Agreement because of internet connection failures or public electricity network failures or hacker attacks.
- 8.8 We shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer. We shall not be held responsible for information received via computer or for any loss which you may incur in case this information is inaccurate.
- 8.9 The Client acknowledges that in the case of any delay and/or disruption or outage in relation to the Electronic Systems or any electronic communication (including the internet, the Trading Platform or electricity), if the Client wishes to place an order he/she must call the Company's Dealing Desk on +xxxxxxx and place his verbal instruction and the Dealing Desk may proceed and enter the aforesaid order to the Company's Trading Platform. The Client acknowledges and accepts that the Company has the right not to accept any verbal instruction in case the Company's personnel is not satisfied of the caller's/Client's identity or in case the caller/Client does not provide clear instructions to the Company. The Client acknowledges that verbal instructions shall be treated on a first come, first served basis and the Company bears no responsibility for possible delays in placing the verbal instruction to the Dealing Desk.
- 8.10 The Company will be entitled to rely and act on any Order given by using the Access Data/Access Codes on the Trading Platform(s) or via phone (subject to the terms of this Document) without any further enquiry to the Client and any such Orders will be binding upon the Client. The Company reserves the right not to accept any verbal instructions in case the caller's/Client's identity has not been verified. Clients acknowledge and accept that the Company shall not be held liable for orders placed through verbal instructions (according with the terms of this Document) to the Company's Dealing Desk in the aforesaid manner.
- 8.11 Clients may store, display, analyse, modify, reformat and print the information made available to them through the Company's Electronic Systems such as Website and/or Trading Platform. However, Clients acknowledge they are not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent and must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. Clients

further represent and warrant that will not use the Company's Electronic Systems in contravention of this Agreement and that Company's Electronic Systems will be used only for the benefit of their Account(s) and not on behalf of any other person, and that, with the exception of a web browser and other applications specifically approved by the Company, they will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company's Electronic Systems or automate the process of accessing or obtaining such information.

- 8.12 Clients agree to notify the Company immediately if they know, suspect or have come to their attention that their Access Data/Access Codes have or may have been disclosed to any unauthorized person and/or have or are being used without authorization. The Company will take all reasonable measures and steps to prevent any further use of such Access Data/Access Codes and will issue Clients with new replacement Access Data/Access Codes. Clients acknowledge that will be unable to place any Orders until receipt from the Company of the new replacement Access Data/Access Codes.
- 8.13 You accept that you will be liable for all orders given through and under your Access Data/Access Codes and any such orders received by us will be considered as received by you. In cases where a third person is assigned as an authorized representative to act on your behalf, you will be responsible for all orders given through and under your representative's Access Data/Access Codes.
- 8.14 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever and make no warranty or representation of any kind, whether express or implied;
- 8.15 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.
- 8.16 The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.
- 8.17 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).

## 9. TRADING PROCEDURES, INSTRUCTIONS AND EXECUTION OF ORDERS

- 9.1 The Clients understands and acknowledges that all orders executed between the Client and the Company are orders executed outside a regulated market or MTF.
- 9.2 The Client may give instructions to the Company in (a) writing and duly signed, (b) by electronic means or (c) verbally, by telephone or in person provided that the Company is satisfied, at its absolute discretion, of the caller's/Client's identity and clarity of instructions. The Company may

refuse the Client the execution of Transactions in case of lack or clarify or if the instructions and do not include essential operations such as opening position, closing position, changing or removing Orders.

- 9.3 During the course of this Agreement in relation to all individual Financial Instruments trading the Company shall execute Client Orders according to the Best Interests and Order Execution Policy, which is binding on the Client, in an own account basis, i.e. as principal to principal and/or in an STP/ECN model.
- 9.4 The Company will use sufficient efforts to execute an Order, but it is agreed and understood that despite the Company's sufficient efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.
- 9.5 The following CFD Orders may be placed with the Company: market orders and pending orders.
- 9.6 Orders can be placed, executed and (if allowed) changed within the Trading Hours for each type of CFD appearing on the Platform and/or the Website, as amended from the Company from time to time.
- 9.7 Pending Orders, not executed, shall remain effective through the next trading session (as applicable).
- 9.8 Market Orders not executed because there is not enough volume to fill them, may not remain effective and they may be cancelled.
- 9.9 All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position.
- 9.10 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Trading Account Equity reaches zero.
- 9.11 Orders cannot be removed once placed.
- 9.12 The Client may add Stop Loss and Take Profit Orders at any stage when the position is open.
- 9.13 Stop loss and Take Profit orders may be changed as long as they are higher in distance than a specific level (depending on the trading symbol).
- 9.14 The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed.
- 9.15 The Client's orders are executed at the "BID"/ "ASK" prices offered by the Company and which the Client can see in the Electronic Trading Platform. The Client places his/her order at the prices he/she sees on his/her Client terminal and the execution process is initiated. Normally the transaction is executed at the prices the Client can see on his/her Client terminal. Due to the high

volatility of the markets as well as the internet connectivity between the Client terminal and the server, the prices requested by the Client and the current market price may change, during the confirmation process. In this event, the Company has the right to decline the Client's requested price and offer a new price. The Client can either accept the new price and execute the transaction or refuse the new price, thus cancelling the execution of the transaction.

- 9.16 The Company reserves the right at its own discretion, without the Client's consent, due to risk management policies to transfer Client's execution to STP/ECN execution including without limitation when the Client's trading strategy, exposes the Company to greater risk than the Company can tolerate.
- 9.17 The Company may in its sole discretion reject any order from the Client but will notify the Client of any such rejection, without giving any reasons, promptly following receipt of the Client's instructions. The Company may cancel any instructions previously given by the Client provided that the Company has not acted on the Client's instructions. Without prejudice to the generality of the foregoing the Client acknowledges that the Company may reject orders and/or instructions by the Client when they are not clear when the Client seeks to open a position, close a position or modify or withdraw an order.
- 9.18 Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.
- 9.19 The Client will not be entitled to interest and/or dividends and/or any voting rights and/or any other rights in connection to the underlying indices and/or their respective connected securities and/or funds in the Company's or Trader's Account. The Trader will only be entitled to the redemption of Trader's Equity. It is hereby clarified that the Company withholds the above-mentioned dividends in order to cover expenses for custodianship and other related expenses.

The Company reserves, in case of corporate event(s) as defined below, the right to one of the following procedures:

- a. If any underlying asset/security of the Financial Instrument offered by the Company becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even to withdraw the specific Financial Instrument from the Company's trading Platform.
- b. Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment by written notice sent either by regular mail or email, or through the Electronic Trading Platform as soon as is reasonably practicable.
- c. In the case where the Client has any Open Positions on the ex-dividend day for any of the underlying assets/securities of the Financial Instrument, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day. In this case, the Company will inform the Client of the said adjustment, by written notice sent either by regular mail or email, or through the Electronic Trading Platform as soon as is reasonably practicable, and no Client consent will be required.
- d. Close such positions at the last price of the previous trading day and open the equivalent volume of the Financial Instrument at the first available price on the ex-dividend day.

- e. Leave such positions open and incur all costs on the Client (important notice: while opening a "short" position on an underlying index and their respective connected securities that might be involved in a corporate event, the Company shall adjust the Client account with such cost and shall notify the Client as soon as reasonably practicable).
- 9.20 Corporate Events are the declarations by the issuer of a connected security to the underlying indices of the terms of any of the following but not limited to:
- a. A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalization or similar issue, or distribution of dividend (in cash or otherwise);
  - b. A distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case of payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;
  - c. Any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.
  - d. Any event analogous to any of the above events or otherwise having diluting or concentrating effect on the market value of any security not based on shares;
  - e. Any event that is caused by a merger offer made regarding the company of the underlying asset/security; The Company bears no responsibility for notifying the Client regarding announcements of Corporate Events.
- 9.21 The Company will be entitled to rely and act on any Order without any further enquiry, and the Company will consider any Orders to be binding upon the Client where such Order has been placed and transmitted by the Client using his own Access Data/Access Codes via the Company's Trading Platform.
- 9.22 Orders can be transmitted for execution, modified or removed only within the operating (trading) time as set out on the Company's website from to time and if they are not executed they shall remain effective through the next trading session.
- 9.23 The Company may allow a third party to act on behalf of the Client in all business relationships/activities with the Company as defined in this Agreement with the provision and execution of a Power of Attorney. The Company may allow and accept the Power of Attorney only when the Client's representative full identification documents are provided to the Company for review. In the case the Power of Attorney is of indefinite period, it will be considered valid by the Company and until the Client provides in writing his request to terminate the Power of Attorney.

In addition to the above, The Client has the right, at his own risk, to use a Power of Attorney to authorize a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement provided that:

- a. the Client has informed the Company in writing in such a manner as the Company may at any time determine,
- b. the authorized person has been approved by the Company
- c. that both the Client and the authorized person have fulfilled such conditions, including the execution of such document, that the Company may at any time and at its discretion determine

Unless the Company receives a written notification from the Client for the termination of such representative authorisation, in such a manner as the Company may at any time determine, the Company may continue accepting instructions and/or Orders given by such representative on behalf of the Client, and the Client shall recognise such Orders as valid and binding. The written notification by the Client for the termination of the authorisation of the representative must be received by the Company with at least two (2) Business Days' prior notice.

The Company reserves the right at its discretion and without notice to the Client, to refuse to accept instructions from any authorized person and to consider the appointment of any such authorized person as terminated. Furthermore, the Company may, at any time and at its discretion, reject any existing and previously accepted power of attorney between the Client and any authorised representative, and may reverse any relevant Transactions and restore the affected Trading Accounts' Balance.

- 9.24 The Client acknowledges that orders shall be executed at the bid and ask prices that are offered by the Company. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the Company' server or the Company's Server, the prices requested by the Client and the current market price may change in the period between the Client placing his order with the Company the time the order is executed. The Client acknowledges that in the case of any communication or technical failure which results in the quotation of off- market prices on the quotes feed (i.e. prices to freeze/stop updating or price spikes), The Company reserves the right not to execute an order or, in cases where the order was executed, to change the opening and/or closing price of a particular order or to cancel the aforesaid executed order.
- 9.25 The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information from the Client to the Company and also from the Company to its Counterparty due to any cause beyond the reasonable control of the Company. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Client's terminal and the Company' server).
- 9.26 While trading, you might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your order is either not executed according to your instructions, and/or executed without instructions from your side and/or executed with account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.
- 9.27 The Client acknowledges and agrees that the Company shall be entitled to record all conversations/communications between the Client and the Company or any representative thereof and maintain such records at its discretion and without further notice (unless required to do so by applicable Regulation). Such records will be the Company's property and shall be accepted by the Client as evidence of his/her orders or instructions. The Company has the right to use recordings and/or transcripts thereof for any purpose which it deems desirable. The Client can request to receive these records from the Company.
- 9.28 "Manifest Error" means a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any

Transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine. When determining whether a situation amounts to a Manifest Error, the Company may take into account any information in its possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. The Company will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Client but the fact that the Client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an order placed with the Company (or that the Client has suffered or may suffer any loss) will not be taken into account by the Company in determining whether there has been a Manifest Error.

- 9.29 In respect of any Manifest Error, the Company may (but will not be obliged to):
- a. Amend the details of each affected Transaction to reflect what the Company may reasonably determine to be the correct or fair terms of such Transaction absent such Manifest Error;
  - b. Declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.
- 9.30 The Company will not be liable to the Client for any loss (including any loss of profits, income or opportunity) that the Client or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by the Company) or the Company's decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from the Company's own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment.
- 9.31 The Company reserves the right to proceed with partial execution of Client's Order if deems appropriate and after consideration of the volume of the Client's Order and the prevailing market conditions.
- 9.32 All orders are placed in lot sizes. A lot is a unit measuring the transaction amount and it is different for each type of Instrument as set out on the Company's Trading Platform and website and updated from time to time. Details of the lot sizes for a given Financial Instrument type are available in the Company's Trading Platform and website and Clients acknowledge that it is their responsibility to review the said details and become familiar with. Clients further acknowledge and accept that even though in some cases there is no maximum size of an order which the Client can place with the Company, the Company reserves the right to decline an order, in case the size of the order is large and cannot be filled.
- 9.33 Trading leveraged products such as CFDs involves substantial risk of loss and the Client may lose all of his/her invested capital. The Company operates on a 'Negative Balance Protection' for Retail Clients Only; this means that the Client cannot lose more than his/her overall investment.
- 9.34 Clients acknowledge that while they can set their leverage level as described in the "Leverage Policy" found in the Legal Documentation Section in the Company's Main Website, the Company reserves the right to change the Contract Specification, including leverage and spreads, at any time without Clients' consent, depending on the prevailing market conditions either permanently or for a limited period of time. Clients acknowledge that it is their responsibility to review and become familiar with the Contract Specification available on the Company's Trading Platform prior to placing any Order.



- 9.35 Financing Fee(s) are based on prevailing market interest rates, which may vary over time. In the case of financing fee(s) the value of opened positions in some types of Instruments through the Company's MT4 Trading Platform is increased or reduced by a daily financing fee "swap rate" throughout the life (i.e. duration) of the contract including Company's fee for having a position opened overnight. The Company at its own discretion may change the level of 'swap rate' at any given time and Clients acknowledge that notification of such change will take place on the Company's Trading Platform and Main Website. Details of daily financing fees applied are available on the Company's Trading Platform and the main website. In the event that the Company suspects that the client has engaged in Trading Abuse, the former has the right to amend the swap rates of a specific Client and this right is without prejudice to the Company's rights conferred to the Company by virtue of this Agreement.
- 9.36 Costs: For opening a position in some types of Financial Instruments the Client may be required to pay commission, the amount of which is disclosed on the Company's Trading Platform and on the Legal Documentation of the main Website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts.
- 9.37 Clients acknowledge and accept that if they transmit and/or place any Order to the Company which is in breach of any part of this Agreement, the Company at its absolute discretion has the right to activate any of the provisions under Paragraph 35 of this Agreement. For instance such a breach includes but is not limited to any Order that is placed with the use of additional functionalities/ plug-ins that affect the reliability and/or smooth operation of the Company's Trading Platform or when Client are trading in a way with the aim to take advantage of price disparities resulting from rate/occasional price latencies with the purpose of benefiting from a possible pricing arbitrage/ riskless profit to the Company's detriment as result of the use of additional functionalities/ plug-ins or any other means.
- 9.38 Client's Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are executed at the available prevailing market price. However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e. prices to freeze/to stop updating or price spikes), the Company reserves the right not to execute the order or in case the order was executed to change the opening and/or closing price of a specific transaction or to cancel the said executed order.
- 9.39 Internet, connectivity delays, and price feed errors sometimes create a situation where there is price latency on the Electronic Systems such that there is a disparity between the Company quoted prices and current market prices for short periods. Client expressly acknowledges and agrees that it shall not execute Transactions with the Company that rely on price latency arbitrage opportunities either by using additional functionalities/plug-ins (i.e. Expert Adviser, etc.) or by any other means. If the Client acts in contravention of this paragraph the Company reserves the right to
- a. make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage; and/or
  - b. cancel all the relevant Transactions; and/or
  - c. terminate without notice the Client's Account with the Company; and/or
  - d. charge an administration fee to the Client's Account that the Company will set in its sole and absolute discretion.
- 9.40 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions.

When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.

- 9.41 It is the Client's responsibility to be aware of his positions at all times.
- 9.42 By entering into this Agreement, the Client acknowledges that he/she understands and agrees that the Company is the sole counterparty and therefore when the Company executes a transaction for (or with) the Client it may be engaging in a similar trading for (or with) other clients, Company's affiliated companies, or for own account, subject to the provisions of Applicable Regulation.
- 9.43 There are a number of situations where the Company will not owe the Client any duties of best execution (as more fully set out in the information regarding our Order Execution Policy). These include without limitation the following scenario. When the Client gives specific instructions to the Company and the Company executes Client's order in accordance with those instructions, the Company will have discharged its duties to the extent of those instructions.
- 9.44 When executing orders on Client's behalf the Company will do this in accordance with its Order Execution Policy as amended from time to time to which the Client consent. Company's Order Execution Policy is presented together with this Agreement. The latest version of Company's Order Execution Policy will also be available on the Company Website or from Client's usual contact with the Company.
- 9.45 The Company has the right at its absolute discretion to increase or decrease the spreads of any Financial Instrument depending on the current market conditions and the characteristics of Client's order.
- 9.46 Trading operations using additional functions/plugin made available through the Electronic Trading Platform such as "Trailing Stop" or "Expert Adviser" are executed completely and exclusively under the Client's responsibility and at his/her own risk, as they depend directly upon the Client, and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions/plugin of the Electronic Trading Platform and in case these additional functions/plugin affect the reliability and/or smooth operation and/or orderly of the Company's Trading Platform to immediately terminate by way of written notice the relationship with the Client.

## 10. PROHIBITED TRADING TECHNIQUES

- 10.1 Where the Company determines that the Client either once-off or systematically takes advantage of delayed or wrong price feeds by trading on them, the Company reserves the right (a) to adjust the price(s) and/or the spread provided to the Client, (b) to delay the price confirmation and/or re-quote the price offered., (c) to restrict Client's access to the Trading Platform and/or provide only manual quotes, (d) to retrieve any historic profits from the Client's trading account, provided that it can document that such trading profits have been obtained as a result of a price(s) abuse at any time during the relationship with the Client., (e) to immediately terminate by way of written notice the relationship with the Client.
- 10.2 You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Online Trading Facility and/or computer system(s). If, at our sole discretion, we were to determine that you are in breach of this

clause, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to retrieve any historic profits from the Client's trading account by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

- 10.3 It is absolutely prohibited to use any software , which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Online Trading Facility and/or computer system(s) with an ultimate goal to gain unfair advantage and exploit our trading facility; in the event that we determine, at our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and or charge you with extra fees. In addition, we shall be entitled to inform any interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.
- 10.4 Moreover, it is absolutely prohibited to use any software in such a way which can cause serious negative impact on the performance of our servers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders. In the event that we identify any such activity, we reserve the right to take all action as we see fit, including without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or immediately terminating your Account. Moreover, you acknowledge that once your Account has been terminated we may liquidate any outstanding contracts/positions you have with us. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit excluding any deposit and withdrawal charges.
- 10.5 Any indication or suspicion, in Company's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, abuse of our 'no negative balance' policy, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporarily or permanently) all of the Client's trading Accounts and cancel/or all Transactions. In view of the above, please note that you will be strictly

prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

10.6 Without prejudice to any other provisions of this Agreement, you agree to indemnify us and hold us, our Affiliates and any of our Associates, harmless from and against any and all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and expenses incurred in connection with and/or directly or indirectly related with, any fraudulent and/or unlawful access and use by you of our Online Trading Facility and/or the prevention and/or remediation thereof, provided that any such liabilities, losses, damages, costs and expenses would not have not arisen, but for our gross negligence, fraud or wilful default.

10.7 You hereby represent, warrant, and agree that you will not use our services to manage trading accounts not belonging to you without obtaining the Company's prior written consent.

## 11. SWAP(S)

11.1 The swap is the interest added or deducted for holding an open position overnight.

11.2 Depending on the position held and the interest rates of the currency pair involved in a transaction the Client may either be credited or debited with financing; the operation is conducted at 23:59 (server time) and the resulting amount is automatically converted into Client's Balance Currency.

11.3 From Mondays to Thursdays swap is charged once for every business day and on Fridays swap is charge in triple size in order to account for the weekend. It should be noted that the Company charges its own interest; the rollover interest rates of the Company are based on the overnight rate provided by our liquidity providers; the Company updates such rate as often as it deems necessary.

11.4 The level of Swap rates may vary in size and change depending on the market conditions and at Company's discretion.

11.5 Further information regarding swaps can be found on the Trading Platform and on the Company's Website.

## 12. SWAP FREE ACCOUNT

12.1 The Company may offer, upon the request of the Client, Islamic Client Trading Account for CFDs trading, subject to the Company's decision. These are swap free Client Trading Accounts. Furthermore, the Company reserves the right to refuse the processing of any such Request, at its sole discretion, for any reason whatsoever, without being obliged to provide any explanation or justification.

- 12.2 Clients wishing to change from a normal Client Trading Account into a Swap Free Client Trading Account must close all their open positions first.
- 12.3 The rest of the provisions herein in this entire Agreement shall also apply to Swap Free Client Trading Accounts save any mentions to Swaps.
- 12.4 If the Client has a Swap Free Client Trading Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap Free Client Trading Accounts appear in the Trading Platform and/or the Website.
- 12.5 The Client who has a Swap Free Client Trading Account may not hold his/her floating positions for a long period of time. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.
- 12.6 Clients are not allowed to use Swap-free trading accounts to make profits from 'Swaps' and may not request the payment of any 'Swap' amounts that have been lost as a result of converting their real trading account(s) into one or more Swap-free account(s) for the period preceding that during which their real trading account(s) has/have been converted into one or more Swap-free account(s). The Company reserves the right to revoke the Swap-free status granted to any Client Trading Account at any time, at its sole discretion, without being obliged to provide any explanation or justification.
- 12.7 Furthermore, in the event that the Company detects any form of abuse, fraud, manipulation, 'interest'/'cash-back arbitrage', or other forms of deceitful or fraudulent activity in regard to any Swap-free account of any Client, in regards to the Client Trading Account and/or related accounts the Company reserves the right, at any time: (i) with immediate effect, to revoke the Swap-free status from any and all real trading accounts of such Client that have been converted to a Swap-free trading account; (ii) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and or costs pertaining to any and all of such Client's Swap-free trading accounts during the period for which such accounts were converted into Swap-free trading accounts; (iii) cancel all generated profits from such trading activities) and (vi), with immediate effect, to close all trading accounts of such Client with the Company, nullify all trades carried out in such Client's trading accounts with the Company and cancel all profits or losses garnered in such Client's trading accounts with the Company.
- 12.8 Hedging a position by its corresponding CFD contract in a Swap Free Account is forbidden. In such an event, the Client must close the hedges immediately and Swaps will be applied
- 12.9 All the Open Position in a Swap Free Account will be closed on Friday an hour before the market is closed and may be opened again by the Client.
13. REFUSAL TO TRANSMIT/EXECUTE ORDERS
- 13.1 Without prejudice to any other provisions herein, Clients agree and understand that the Company has the right, at any time, without giving any notice and/or explanation, to refuse, at its own discretion, to transmit any Order for execution, and/or execute any Order and that the Clients have no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases, including but not limited to:

- a. Whenever the Company deems that the transmission of the Order for execution and/or execution of the Order affects or may affect in any manner the reliability or smooth operation of the Company's Trading System;
- b. Internet connection or communications are disrupted.
- c. Whenever there are no available cleared funds deposited in the Client's Account to pay all the charges and required margin relating to the said Order;
- d. There is absence of essential detail of the Order;
- e. It is impossible to proceed with an Order regarding the size or price
- f. Order has more than one interpretation or is unclear;
- g. It is impossible for the Order to be executed due to condition of the market, customs of a trading volume;
- h. The Company received from Client the notice on cancellation of the order;
- i. Forwarding of the notice on termination of the Agreement by either the Company or the Client;
- j. If any doubt arises as to the genuineness of the Order;
- k. Where the Company suspects that Clients are engaged in money laundering activities or terrorist financing or the Order aims to legalize the proceeds from illegal acts or activities (i.e. money laundering or terrorist financing);
- l. If the Order is a result of the use of inside confidential information (i.e. insider trading);
- m. In consequence of lawful claims or requirements of corresponding organized trading platforms, affiliates, introducers as well as in consequence of lawful claims of third parties;
- n. Where the legality of the Order is under doubt;
- o. In consequence of request of regulatory or supervisory authorities or a court order;
- p. Where the Order is placed in a manner and form not compliant with the Company's normal operations of business, or;
- q. When the underlying market is closed, and the Company does not receive liquidity from its Liquidity Provider(s)/Execution Venue(s);
- r. The Company acts as an agent to the Clients orders and received limitation from third parties in relation to such orders;
- s. A Force Majeure Event has occurred.
- t. In an Event of Default of the Client as described in paragraph 34.

#### 14. SETTLEMENT AND STATEMENT OF ACCOUNT

- 14.1 The Company operates on a 'Negative Balance Protection' for Retail Clients Only; this means that the Client cannot lose more than his/her overall investment.
- 14.2 Clients acknowledge and accept that the Company may proceed to a settlement of transactions only when such transactions have been executed (i.e. completed transaction). Clients further acknowledge that unless otherwise agreed between the Parties, the settlement of transactions shall be in accordance with the normal practice for a given Financial Instrument or market concerned.
- 14.3 The Company will provide to Clients a statement of Account or any other confirmation on a daily basis and on a monthly basis. The Monthly statement of Account will be provided within five (5) business days from the end of the previous month. The Company reserves the right not to provide a statement of Account or any other confirmation where no transactions have been executed in previous month concerned. Clients acknowledge that information on transactions provided by the Company in the statement of Account or any other confirmation, shall be final and binding to



the Clients, unless Clients submit in writing and within 24 hours from receipt of the said statement of Account or any other confirmation, their objection.

- 14.4 Clients acknowledge that the statement of Account or any other confirmation can be also obtained and is available via the Company's Trading Platform.

## 15. MARGIN REQUIREMENTS

- 15.1 As a condition of entering into a Transaction, the Company requires the deposit of Margin to secure the Client's liability to the Company for any losses, which may be incurred in respect of the Transaction. The "Leverage Level" is the ratio of Margin to the market value of the open Transaction position, which it secures. By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels" as these are stated in the Contract Specification, Client Account Types webpage and other documentation and relevant information found in the Trading Platform and the Company's Website. The Leverage Level of a Client's Account(s) may be changed by the Company in its absolute discretion with reference to such matters as the deposit or Margin amount held in the Client Account and the size of credit exposure held on Financial Instrument(s) held in the Client Account(s).
- 15.2 Margin requirements or Leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened. The Client can request to change his account leverage at any time in accordance with the Company's Leverage Policy by contacting the Company. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Client by the Company via its internal mail or by email. On every Friday between the hours of 21:00 till 24:00 and occasionally before the release of major economic news, the Company maintains a maximum leverage of 1:100 on CFDs on FX and 4 times the standard Margin requirement on remaining CFDs instruments other than CFDs on FX for any new positions opened during the said specified period.
- 15.3 The Client is obliged to maintain in his Account, at all times, sufficient funds to meet all Margin requirements. In addition, the Company will be entitled to treat any assets deposited with it by the Client from time to time (other than assets deposited for safe custody only) as collateral against the Client's Margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.
- 15.4 For **Retail Clients**, the Company has the right, at its own discretion, to start closing Clients positions at margin level less than 60% and at margin level of equal or less than 50% the Company will automatically close Client's positions at market price. For Clients that are categorized as **Professional Clients**, the Company has the right, at its own discretion, to start closing Clients positions at margin level less than 60% and at margin level of equal or less than 30% the Company will automatically close Client's positions at market price.
- 15.5 Customers must be aware that Forex transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are 'leveraged' or 'geared' A relatively small market movement may have a proportionately larger impact on the funds that the Customer has deposited or will have to deposit. This may work against as well as for the customer.



- 15.6 The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets, at times of extreme market volatility and/or when the Company deems that such exposure is risky and that it is not possible for the Company to mitigate its risks. In such circumstances, the Customer agrees to indemnify the Company for any and all losses that may occur due the widening of spreads and the adjustment of leverage.
- 15.7 The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (i.e. Free Margin) from the Client's account without closing the said account.
- 15.8 The Client acknowledges that he is responsible for monitoring the Margin on his Account.

## 16. MARKET DATA

- 16.1 With respect to any market data or other information that we or any third-party service provider display on the website, (a) such data is indicative only and we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (b) we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information; and (c) such data or information is proprietary to us and/or any such provider and you are not permitted to retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as may be required by any law or regulation.
- 16.2 It is noted that the Company's prices in relation to CFD trading are set by the Company and may be different from prices reported elsewhere. The Company's trading prices are the ones at which the Company is willing to sell CFDs to its Clients at the point of sale. As such, they may not directly correspond to real time market levels at the point in time at which the sale of CFD occurs. The Underlying Asset is a derivative Financial Instrument which may settle on expiry by a delivery other than in cash, a reasonable period prior to the expiry date as determined in the sole and absolute discretion of the Company. The Company will not be subject to any obligation to rollover a position in such a derivative Financial Instrument.
- 16.3 The price of an Expiry Transaction will be (a) the last traded price at or prior to the close or the applicable official closing quotation or value in the relevant Underlying Asset as reported by the relevant exchange or market, errors and omissions excluded; plus, or, as the case may be, minus (b) any Spread that the Company applies when such an Expiry Transaction is closed. Details of the Spread that the Company applies when a particular Expiry Transaction is closed are available on request.
- 16.4 In case of rollover of the contract, the client shall be charged according to the price differences of the expired and the new contract.

## 17. CLIENT'S MONEY – SEGREGATION OF FUNDS

- 17.1 The Company is under obligation when holding Client Money to take every possible safeguarding measure. Client Money shall be segregated from Company's own and held in accordance with applicable regulations regarding Clients money. This means Clients Money cannot be used by the Company for its own account.
- 17.2 The Company may hold Client Money of a specific Client and Client Money of other Clients in the same Client Bank Account (omnibus account) in accordance with the applicable regulations.
- 17.3 The Company is not obliged to pay any profit (including interest) to Clients on Client Money held by the Company in any Client Bank Account (other than profit generated through trading Transactions from the Client Trading Account(s) under this Agreement) and consequently Clients waive any and all rights to receive such profit. Clients further acknowledge that the Company may deposit Client Money in overnight deposits and the Company will be entitled to benefit from any profit earned to cover among others registration/ general expenses/ charges/ fees and interest related to the administration and maintenance of the bank accounts.
- 17.4 Upon signing the Customer Agreement, Clients authorize the Company to make any deposits and withdrawals from the Client Bank Account on their behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under this Agreement and all amounts which are payable by or on behalf of the Clients to the Company or any other person.
- 17.5 Clients acknowledge, that the Company may transfer Client Money to a third party (e.g. a bank, payment service provider, intermediate broker, clearing house, OTC counterparty etc.) to hold or control in order to affect a transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect of a transaction. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this paragraph.
- 17.6 Client money may be held on the Client's behalf in a bank located within or outside Cyprus subject always to the Company's licensing and authorization requirements. The legal and regulatory regime applying to any such person outside Cyprus will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Cyprus. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.
- 17.7 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.
- 17.8 It is understood that the Company may keep merchant accounts in its name only with EEA regulated payment institutions 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. There are instances where such merchant accounts might be held with a payment institution authorized in a third country.

In such a case the Company will take all reasonable measures to ensure that payment institutions authorized in a third country are supervised by regulatory authorities of equivalent status to CySEC and/or are satisfying any other requirements set by the applicable regulations.

- 17.9 The Company will maintain separate records in the accounting system of its own funds/assets and Client Money so as at any time and without delay to distinguish funds held for Clients from Company's own funds.

## 18. DEPOSIT AND WITHDRAWALS

- 18.1 Clients acknowledge that any deposit of funds in the Trading Account shall be made in accordance with the applicable local and international regulations on money laundering and terrorist financing and as set in the "Account Funding" section on the Company's Website. The Company shall refuse and decline any third party or anonymous payments.

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

- 18.3 The Company reserves the right to refuse and decline any Client Money transferred by Clients to the Client Bank Account in any of the following cases (list is non- exhaustive):
- a. Third party or anonymous transfers;
  - b. The Company has reasonable grounds of suspicion that the person who made the transfer (i.e. transferee) was not a duly authorized person to perform the payment;
  - c. If the transfer violates in any way the Cyprus legislation;
  - d. the Company is not satisfied on the documentation made available by and for the Client

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

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

- 18.5 Any funds transferred by the Client to the Company's "Client account" will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the transferring bank. The Company must be satisfied that the sender is the Client before making any amount available to the Client's Trading Account, and the Company may, at its discretion, refund/send back the net amount received to the remitter by the same method as received or as otherwise determined by the Company.

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

- 18.7 The Company bears no responsibility for any losses suffered in the case where during the processing period of the Client's deposit, the Client's Trading Account reaches a stop-out level.
- 18.8 Information including but not limited to withdrawal methods, minimum/maximum withdrawal amount, withdrawal time and fees is set out in the 'Account Funding' section on the Company's Website as amended from time to time.
- 18.9 The Company will consider a withdrawal request as acceptable and consequently proceed with its execution provided the following requirements are met (list is non- exhaustive):
- a. Clients provided all necessary information with regards to the withdrawal;
  - b. The withdrawal instruction made by the Client is an instruction to send the funds back to the same remitter and by the same method as initially received and;
  - c. At the moment of payment, the Client's Free Margin level is below 30% from its equity.

The Company at its own discretion reserves the right to refuse and decline any withdrawal instructions for any other reason it deems appropriate. The Company further reserves the right to decline a withdrawal with a specific payment method and suggest another payment method where in such case the Client need to place a new withdrawal request.

- 18.10 All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Trading Account for these charges.
- 18.11 The Company will deposit funds in the Client's Trading Account and in the Currency denominated by the Client. In the event that the Client deposits money in a different currency of that of the Currency of the Client Trading Account then the Company shall convert the sum deposited into the Currency of the Client Trading Account. The Company shall do this at reasonable market rate and/or rate of exchange and/or bank that it considers appropriate. The Company shall be entitled to charge the Client for currency conversion or retain a mark-up from the exchange rates for arranging such conversion as the Company may from time to time considers reasonable. The Company shall be entitled to charge to the Client and obtain from the Client Trading Account or from the deposited amount the expenses incurred with regard to currency conversions for the Client, including commissions to banks, money transfer fees, credit card/alternative payments processing fees and commissions to intermediaries.
- 18.12 In the event of currency fluctuations, the Company will have no liability for any losses or damages incurred on the Client.
- 18.13 The Company and where applicable reserves the right to send Client Money back to the Client only in the currency where Client Money was originally deposited. In the case the Client wishes for funds to be sent in another currency then the Company will proceed with the relevant conversion at the rate determined by the credit or financial institution of the Company.
- 18.14 The Client is solely and fully responsible for payment details that are given to the Company and the Company accepts no responsibility for the Client's funds, if any payment details are proved to be wrong or lacking. The Company shall not be liable for any funds not deposited directly into the Company's bank accounts.
- 18.15 By signing this Agreement, the Client gives his/her consent and authorizes the Company to make deposits and withdrawals from the "Client account" on the Client's behalf, including but not limited to, for settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

- 18.16 The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (i.e. Free Margin) from the Client's account without closing the said account.
- 18.17 Unless the Parties otherwise agree in writing, any amount payable by the Company to the Client, shall be transferred directly to the Client's personal account. Fund transfer requests are processed by the Company within the time period specified on the Company's website and the time needed for crediting into the Client's personal account will depend on the Client's Bank Account provider.
- 18.18 The Balance shall be reduced by the transferring amount on the day the transfer request is received. The Company may either decline a withdrawal request if the request is not in accordance with the provisions of this section of the Agreement or delay the processing of the transfer request if the Company is not satisfied on the documentation made available by and for the Client and until such time as the Company shall be so satisfied.
- 18.19 In the event that any amount received in the Bank Clients' Account is reversed by the Bank Clients' Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Client's Trading Account and reserves the right to reverse any other type of Transaction effected after the date of the affected deposit.
- 18.20 The Client warrants and acknowledges that he/she has read understood and accepted the additional information, including costs and fees, regarding deposits and withdrawals provided for each payment method which are available on the Company's website. The Company reserves the right to amend at its discretion all such costs and fees. Information on such amendments will be made available on the Company's Website which the Client must regularly review during the term of this Agreement.
- 18.21 The Client acknowledges that in case a Client's Bank Account is frozen for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be frozen.
- 18.22 By entering into this agreement, the Client waives any and all rights to receive any interest earned in moneys held in the Bank Clients' Account and consents that the Company shall benefit from any such interest earned to cover the registration, general expenses, charges, fees and interest related to the administration and maintenance of the Banks Clients' Account. These expenses will not be passed to the Client.

## 19. FEES, COMMISSIONS, CHARGES, INDUCEMENTS AND OTHER COSTS

- 19.1 Clients are obliged to pay to the Company commissions, fees, charges and other costs as described in the Trading Platform and/or on the Company's Website. (as the case may be)
- 19.2 The Company reserves the right to amend and change the amount of fees, commissions, charges and other costs at any given time without prior consultation, consent from and/or notice to Clients. Clients are responsible to read and review the Company's Contract Specifications found in the Trading Platform and/or Company's website for any updates.
- 19.3 The Company may deduct any sum, which is payable and due to it from the Client from any funds held in the Client's Bank Account on behalf of the Client. The Company further reserves the right to combine or make internal transfers between any of the Client's Trading Accounts as well as to

close any open positions of the Client in order to settle any obligations owed by the Client to the Company.

19.4 Clients shall pay interest (accruable on daily basis) on any amounts due at a rate that is reasonably determined by the Company as representing the cost of funding such overdue amounts. The Company in the event that the Clients fail to make the relevant payment within the given deadline, may also proceed with the sale of Financial Instruments from the Clients Trading Account without notice unless otherwise agreed between the Parties. If such an agreement is in place between the Parties, the Company will proceed with such notification either orally, via e-mail or through the Company's Trading Platform.

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

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

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

## 20. LIEN

20.1 The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations.

## 21. INACTIVE AND DORMANT CLIENT TRADING ACCOUNTS

21.1 If the Client Trading Account is inactive for three (3) months or more (i.e. there is no trading, no open positions, no withdrawals or deposits), it will be charged a monthly maintenance fee of €15 (Euro Fifteen), depending in the Currency of the Trading Accounts which may be different for different types of Clients Trading Accounts or Financial Instruments.

21.2 If the Client Trading Account is inactive for one year or more, and after notifying the Client in its last known address and/or contact details, the Company reserves the right to close the Client's Trading Account after having rendered it dormant. Money in the dormant account shall remain owed to the Client and the Company shall make and retain records and return such funds upon the Company discretion or upon request by the Client at any time thereafter, provided that the Client provides to the Company the necessary evidence and updated information and documentation as these may be requested by the Company. The Company may charge a fee during the period when the Account is dormant; such a fee shall be notified to the Client according to paragraph 30 here under.

## 22. INTRODUCER

22.1 In cases where the Client is introduced to the Company through a third person such a business introducer or associate or affiliate ("Introducer") the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the

Company is not bound by any separate agreements entered into between the Client and the Introducer.

22.2 The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer. If such apply they will be disclosed to the Client as provided under Applicable Regulations.

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

## 23. CONFLICTS OF INTEREST

23.1 In compliance with the Law and as amended from time to time the Company has established a Conflicts of Interest Policy (the "Policy") appropriate to the size and organization of the Company and the nature, scale and complexity of the Company's business.

23.2 When the Company deals with the Client, the Company, an associate or some other person connected with the Company may have an interest, relationship or arrangement that is material in relation to the Transaction concerned or that it conflicts with the Client's interest.

23.3 While it is not feasible to define precisely or create an exhaustive list of all relevant conflicts of interest that may arise, as per the current nature, scale and complexity of the Company's business, the Conflict of Interest Policy includes circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of one or more Clients, as a result of providing investment services.

23.4 Additionally, it provides a general overview of the procedures and controls that the Company follows to manage and mitigate the identified conflicts of interest.

23.5 Clients acknowledge and accept that they have read and understood the Company's Conflicts of Interest Policy, which was provided during the registration process and is publicly available on the Company's Main Website as amended from time to time.

## 24. COMPLAINTS HANDLING

24.1 In case the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more terms of this Agreement, the Client has the right submit a complaint to the Company as per the provisions of the Company's Complaints Handling Policy.

24.2 The Client shall complete all fields of the "Complaint Handling Form".

24.3 The complaint must not include:

- a. Affective appraisal of the conflict situation;
- b. Offensive language;
- c. Uncontrolled vocabulary.



24.4 The Company's policy is to acknowledge to the Client receiving of the complaint within 5 working days and try to resolve the complaint/ grievance within this timeframe. Within two (2) months from the date of receipt of the complaint, a final response will be disseminated to the Client analyzing the findings of the investigation. In the event that the Company is unable to respond within the two (2) months period, it will inform the complainant of the reasons for the delay and indicates an estimated period to complete the investigation, which will be no longer than three (3) months from the submission of the complaint. Details of the full procedure regarding the complaints can be found in the Company's website and specifically to the complaint handling form.

24.5 If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

24.6 Clients acknowledge and accept that they have read and understood the Company's Complaints Handling Policy, which was provided during the registration process and is publicly available on the Company's Legal Documentation Section on the Main Website as amended from time to time.

24.7 The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

## 25. INVESTOR COMPENSATION FUND

25.1 The Company is a member of the Investor Compensation Fund (the "ICF"), under the provisions of the Law as amended from time to time.

25.2 The ICF covers Retail Clients ("Covered Clients") of the Company. So, the Retail Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations and subject to certain restrictions as provided by relevant regulations. More details are found in the Company's document "Investors Compensation Fund". Professional Clients and Eligible Counterparties are not covered by the ICF.

25.3 The maximum amount of compensation payable by the ICF to Covered Clients is twenty thousand Euros (€20,000) irrespective if the Client's claim exceeds the said threshold.

25.4 Clients acknowledge and accept that they have read and understood the Investors Compensation Fund Notice, which was provided during the registration process and is publicly available on the Company's Legal Documentation Section on the Main Website as amended from time to time.

## 26. ANTI-MONEY LAUNDERING PROVISIONS

26.1 The Company is obliged to conform to "The Prevention and Suppression of Money Laundering Activities Law of 2007-2018" as subsequently amended, and to CySEC's Directive for the "Prevention of Money Laundering and Terrorist Financing" which among others require Investment Firms to verify the identity and place of residence of each Client. We are obligated by law to confirm and verify the identity of each person who registers in our system and opens live, funded Account with the Company; therefore, as part of our obligations to comply with applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation", you will be prompted to provide us with the following information when you register with us:

- a. full name;

- b. address/ residency;
- c. date of birth;
- d. nationality;
- e. contact information;
- f. payment instructions;
- g. and any other personally identifiable information that we may ask for from time to time, such as original or true copy of the original or copy of your Passport/ID and/or other identifying documents prior of your account application or during the establishment of business relationship.

Is in the Company's discretion what type of documents is requested from the Client to fulfil "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation". The Company does not allow the conduction of any transactions from its customers prior of the completion of the identification procedures and verification process of each customer.

- 26.2 You must provide us with true and complete information at all times; including but not limited to, your (a) full name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (f) payment instructions; and any other personally identifiable information that we may ask from you from time to time, such as original or true copy of the original or copy of your Passport/ID and/or other identifying documents, that we may request from you from time to time as part of our obligations to comply with applicable "Anti-Money laundering ("AML") & Know Your Customer ("KYC") legislation".
- 26.3 In that connection, you hereby represent, warrant, covenant and agree that: (a) you are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you; (b) you shall be treated as a "Retail Client", unless we shall classify or reclassify you as a "Professional Client" or an "Eligible Counterparty" in accordance with the principles set out hereinabove, depending on the information that you shall provide when completing the registration process or thereafter (c) you are of sound mind and you are capable of taking responsibility for your own actions; (d) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account; (e) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.
- 26.4 Also, as an internal procedure for risk management purposes, the Client who is planning to fund his/her account with debit/credit card, copy of the credit card is required to be submitted with the 8 digits of the card number in front and CVV number on the back are covered.
- 26.5 The Company may also request from the Client to inform the Company how monies being invested were obtained / accumulated. This process may require sight of certain documentation. If the Client provides false or inaccurate information and the Company suspect fraud or money laundering it will record this.
- 26.6 It is Company's policy not to transfer Client's funds to third parties unless a written application and explanation is provided by the Client. The Company will not forward any applications or money to third parties/product providers until Company's verification requirements have been met.

26.7 The Company has the right not to carry out orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company. The Company takes no responsibility for any delay in investing where money-laundering verification is outstanding.

26.8 The Company has the right to terminate the agreement with the Client immediately and to prohibit the Client from withdrawing any assets if the explanations, concerning Money Laundering and Terrorist Financing issues, provided are inadequate or unsatisfactory.

## 27. MIFIR/EMIR TRANSACTION REPORTING

27.1 Where we are required under Applicable Law to report your transactions to the CySEC or any other Competent Authority, you need to provide us with your Legal Entity Identifier (LEI) (for corporate clients only) or your national identity card number or such other information as we may require determining your national client identifier, before you can place Orders via our Online Trading Facility.

## 28. COMMUNICATION

28.1 Unless the contrary is specifically provided in this agreement, any notice, requests, or other communication to be given to the Company by the Client shall be sent to the Company's mailing address at Cyprus, Fax: +35725350175 and e-mail at [info@smcapitalmarkets.com](mailto:info@smcapitalmarkets.com) (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company's mailing address.

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

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

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

28.5 Without prejudice to paragraph 30, any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports etc.) are deemed received:

- a. If sent by email, within one hour after emailing it and provided the email has left from the sender's outlook.
- b. If sent by the Platform's internal mail, immediately after sending it.
- c. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.
- d. If sent by telephone, once the telephone conversation has been finished.
- e. If sent by post, seven calendar days after posting it.
- f. If sent via commercial courier service, at the date of signing of the document on receipt of such notice.

- g. If sent by airmail, eight business days after the date of their dispatch.
  - h. If posted on the Company Webpage, within one hour after it has been posted.
- 28.6 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Trading Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.
- 28.7 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.
- 28.8 The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.
- 28.9 Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Notwithstanding paragraph 30, any Notices received outside the normal working hours shall be treated as being received the following Business Day.
- 28.10 Clients may call the Company during business hours 09:00 a.m. and 18:00 p.m. at Cyprus Local Time on business days or as updated on the Company's website.

## 29. PROVISION OF INFORMATION, DATA PROTECTION AND PRIVACY POLICY

- 29.1 You should read these Terms and our Privacy Statement carefully before completing an Application Form. The Application Form requires you to disclose Personal Data to us. Our Privacy Policy, located at [www.smcapitalmarkets.com](http://www.smcapitalmarkets.com), explains how we collect and handle this information. For the purposes of EU and EEA data protection laws and regulations we are the data controller. We recognize the need to treat your Personal Data in an appropriate and lawful manner in accordance with EU and EEA data protection laws and regulations. "Processing" your Personal Data means doing anything with your Personal Data including accessing, disclosing, destroying or using your Personal Data in any way. By way of summary:

we collect Personal Data from you in order to process your Application and if your Application is accepted, to administer your investment and to provide you with services related to your investment, which includes carrying out our obligations under these Terms. If you do not provide us with your Personal Data, we may not be able to process your Application.

- 29.2 This Agreement set out the basis on which the Company agrees to provide Investment Services and Financial Instruments. Depending on the service and Financial Instrument, the Company will be subject to, among other things, as relevant, the Regulations, the protection of Personal Data Law and other codes of conduct and/or circulars applicable to the provision of relevant services issued by CySEC. We are registered with the Office of the Commissioner for Personal Data Protection of the Republic of Cyprus for the purposes of personal data processing. Therefore, your personal data is kept and handled in accordance with the Processing of Personal Data (protection of the individual) Law of 2001, its amendment Law No. 125(I)/2018 and the Processing of Personal Data Amending Law No.105(I)/2012 and the Regulation of Electronic Communications Data Protection Act 1998, as amended from time to time.
- 29.3 By entering into the Agreement, you give your consent to store and process the data you have provided with upon registering an account and/or throughout our relationship. This includes any data which may be considered sensitive. You have the right to withdraw your consent at any time

by notifying us in writing. However, the Company will not be able to provide you the services as outlined in this Agreement, thus we reserve the right to terminate the Agreement. You understand that we are required to keep all records of your data with us as long as necessary to meet the regulator obligations of the Company.

- 29.4 The Company holds personal data relating to the Client in connection with products and services the Client has asked the Company to provide. Except to the extent the Company is required or permitted by law, personal data provided to or obtained by the Company will be used for the purposes of providing the Client with the products and services the Client has requested as well as marketing communications relating to Company's other products, services or events that may be of interest to the Client.
- 29.5 We will not disclose and/or share any of your information to third parties without your consent, except in the event we required to do so by a regulatory authority under the applicable jurisdiction, by court, and/or to enable us to provide you with our services as well as to improve these from time to time. The latter includes, among others, to financial institutions such as banks and payment providers, marketing companies, business partners and IT service providers. Where you have been introduced to the Company by a third party pursuant to an introducer/affiliate agreement between us and the third party (the 'Introducer/Affiliate'), the Introducer/Affiliate may have access to a certain extent to information about your dealings with us.
- 29.6 The Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA, EMIR, MiFIR or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA.
- 29.7 The Company will not, and it will ensure that its affiliates and agents will not, otherwise disclose the information to any other person, unless the Company is permitted to do so by law, and the Company will treat all information which it holds about the Client as private and confidential, even if the Client is no longer Company's client. The Company will not disclose any information which it holds about the Client unless the Company is required to do so by any Applicable Regulations, or there is a duty to the public to disclose it, or Company's interests require disclosure, or at Client's request or with Client's consent.
- 29.8 The Client agrees that the Company and other affiliates of it can, among others:
- a. hold and process by computer or otherwise any information the Company holds about the Client;
  - b. use such information to administer and operate Client's account, to provide any Service to the Client, to monitor and
  - c. analyse the conduct of Client account, to assess any credit limit or other credit decision, to assess the interest rate, fees and other charges to be applied to Client account, to enable the Company to carry out statistical and other analysis and to prevent fraud;
  - d. disclose such information to Company's affiliates;
  - e. disclose such information to those who provide services to the Company or act as Company's agents, to any person to whom the Company transfers or propose to transfer any of Company's rights and duties hereunder, or to licensed credit reference agencies or other organisations which help the Company and others to make credit decisions and prevent fraud, or in the course of carrying out identity, fraud prevention or credit control checks;

- f. Analyse and use any information the Company holds about the Client to give to the Client information about products and Services which the Company believes may be of interest to the Client. If the Client does not wish to receive such information, please let the Company know.
- 29.9 The Client agrees that the Company may also transfer information it holds about the Client to any country, including countries outside the European Economic Area, which may not have data protection legislation, for any of the purposes described in this section, to the extent such transfers are performed in accordance to the provisions of the General Data Protection Regulation (GDPR).
- 29.10 The Company which is under the laws of the Republic of Cyprus, is under the CRS regime, which is an annual automatic exchange of financial account information between participating jurisdictions. Such financial institutions, one of which is the Company, need to submit the relevant information to their local tax authorities who will then forward it to the respective foreign tax authorities. By accepting these Terms and Conditions, you authorize us to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.
- 29.11 By entering this agreement, the Client acknowledges and agrees that all communication including telephone conversations between the Client and the Company may be recorded and that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority. All Instructions, requests or Orders received by telephone will be binding as if received in writing. The property of all recordings shall be and remain the sole properties of the Company and will be accepted by the Client as conclusive evidence in case of any legal dispute and/or complaint.
- 29.12 The Company will treat the information that holds about the Client in strict confidentiality and will not use it outside the scope for the provision of Services described in this agreement. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.
- 29.13 Without the others consent, neither the Company or the Client shall disclose or use for any purpose except as contemplated under this Agreement, the terms of this Agreement or the relevant Additional Agreement any information disclosed to them by the disclosing party in connection with the Company, except to the extent that such information is:
- a. Already available in the public domain, other than as a result of breach of an agreement between the Client and the Company;
  - b. Already known to the receiving party at the time of disclosure;
  - c. Required to be disclosed under Applicable Regulations or court order; or
  - d. Requested by a Regulator.
- 29.14 All staff at SM Capital Markets Ltd is fully trained to handle Personal Data confidentially.

- 29.15 All Personal Data in our possession is held in secure computer-based storage facilities or secure paper-based files. No unauthorized persons are able to access these storage facilities.
- 29.16 Our website may install cookies on your computer to provide a better service or enhance the client experience. You have the option to turn such cookies off via your personal settings, although this will affect your ability to view parts of our website. Please read our cookies policy which you can find here.
- 29.17 For regulatory and quality assurance purposes any type of communication between the clients and the Company whether in writing, email or by telephone or other means of medium shall be monitored and recorded by the Company. Clients acknowledge and accept that such recordings are the sole property of the Company. Clients further accept that such recordings constitute conclusive evidence of the Orders/Instructions/Requests or conversations so recorded. Clients further acknowledge and agree that the Company may deliver copies of such recordings to any court, regulatory or government authority.
- 29.18 The Client will not, without Company's prior written consent in each instance, (a) use in advertising, publicity, monitoring or other promotional materials or activities, the name, trade name, trademark, trade advice, service mark, symbol or any abbreviations, contraction or simulation thereof, of the Company or Company's Affiliates or their respective partners or employees, or (b) represent directly or indirectly that any product or any service provided by the Client has been approved or endorsed by the Company. This section shall survive termination of this Agreement.
- 29.19 Clients acknowledge and accept that they have read, understood and expressly consent to the Company's Privacy and Cookie Policy, which was provided during the registration process and is publicly available on the Company's Main Website as amended from time to time.

### 30. EVENTS OUTSIDE OF OUR CONTROL

- 30.1 There are instances, amongst others, where The Company may, in its reasonable opinion, determine that:
- a. an event outside its control has occurred; or
  - b. an event where it was beyond The Company's reasonable control to be prepared for, or prevent has occurred; or
  - c. an event outside our control is reasonably likely to occur, or is imminent; or
  - d. an event which we cannot be expected to be prepared for has occurred or may occur; or
  - e. an event which prevents us from providing our services to the Client in an orderly manner has occurred or may occur, (each a 'Specific Event').
- 30.2 Where a Specific Event is triggered, The Company may act as we, in our sole opinion, deem fit in the circumstances.
- 30.3 Specific Events such as the ones described here, include but are not limited to any events which prevent the Company from performing all or any of its obligations, any event which is attributable to any act, omission or accident outside our control. Such Specific Event may include but shall not be limited to:



- a. Any natural, technological, political, governmental, social, economic, act of god, pandemic, civil emergency, act of terror, interruption or failure of utility service;
- b. non-performance by a third party, destruction caused by man or similar event which is outside the reasonable control of the Company;
- c. instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure (irrespective if it belongs to The Company or a third party) against the The Company servers that may be outside the control of The Company;
- d. changes in applicable legislation, any action of an official body or any other change in the legal or regulatory obligations of the Company;
- e. an act or omission by any financial or other institution that The Company is unable to predict and or prevent,
- f. any event that prohibits the Software or the systems to operate on an orderly or normal basis;
- g. volatility or instability in the financial market or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data, and/or we receive incorrect data;
- h. any other event and/or circumstance.

30.4 If the Company determines that a Specific Event has been triggered, without prejudice to any other rights of The Company under the Agreement or the law, the Company may:

- a. inform you, if we have sufficient time to inform you; and/ or
- b. increase margin requirements; and/ or
- c. increase spreads; and/ or
- d. decrease leverage; and/or
- e. close-out any open positions at a price that the Company considers reasonable; and/ or
- f. combine or close any open positions at VWAP; and/ or
- g. request amendments to any closed positions; and/ or
- h. suspend or limit or restrict the provision of investment and/ or ancillary services to the Client; and/ or
- i. amend any of the content of the Agreement on the basis that it is not reasonable for The Company to comply with it; and/ or
- j. cease trading; and/ or
- k. prohibiting you from accessing or using the trading platforms or Accounts or systems; and/or
- l. make any necessary deductions; and/or
- m. allow close-only functionality; and/ or
- n. refuse or delay effecting your request for a withdrawal of money from your Account(s); and/or
- o. impose special or different terms regarding any orders of the Client with regards to the order size, volatility or liquidity, amongst others; and/or
- p. remove any products or change any contract specifications or remove the ability to place any orders; and/or
- q. as indicated in the Company 'Order Execution Policy' (as amended from time to time); and/or
- r. exercise any right available to the Company in this Agreement.

30.5 The Company will exercise all necessary endeavours to resume the orderly provision of our services as soon as possible. If this is not possible at all, we will inform you of the necessary actions to be taken. If the Company is unable to perform any obligation pursuant to the Agreement, The Company shall not be considered as having breached the Agreement.

## 31. FORCE MAJEURE

- 31.1 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay beyond the Company's reasonable control in performing its obligations and duties under this Agreement where such failure, interruption or delay is due but not limited to:
- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis that in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
  - b. Postal or other strikes or similar other industrial actions or disputes;
  - c. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
  - d. Labor disputes and lock-out which affect the operations of the Company;
  - e. 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;
  - f. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
  - g. Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or wilful default of the Company), hacker attacks and other illegal actions against the Company's server and Online Trading System, or
  - h. Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.
  - i. The occurrence of excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
  - j. The failure of any relevant supplier, Financial Institution intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations;
- 31.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:
- a. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
  - b. Suspend, freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impractical for the Company to comply with them;
  - c. Take or omit to take all such other actions as the Company deems to be reasonably appropriate with regards to the position of the Company, the Client and other Clients.
  - d. Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;
  - e. Cancel any Client Orders;
  - f. Refuse to accept Orders from Clients;
  - g. Inactivate the Client Trading Account;
  - h. Increase Margin requirements without notice;
  - i. Increase Spreads;

- j. Decrease Leverage;
- k. Amend the Stop Out Level.

31.3 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## 32. EVENTS OF DEFAULT

32.1 Each of the following constitutes an “Event of Default”:

- a. In the case the Client becomes deceased, declared absent or become of unsound mind;
- b. If an Order is made or a resolution is passed for the Client’s winding-up or administration (other than for the purposes of amalgamation or reconstruction);
- c. If an application is filed in respect to the Client for any action pursuant to any bankruptcy acts or any equivalent act, including those of another country, applicable to the Client or if a partnership, to one or more of the partners, or a company, a trustee, administrative receiver or similar officer is appointed;
- d. If the Company has reliable information that a material adverse change in the Client’s financial condition has occurred or the Client may not perform his obligations under the Agreement or does not provide to the Company adequate assurance of his ability to perform his obligations within 24 hours after receipt of the relevant request from the Company;
- e. The Company receives notice of termination by a competent authority or body;
- f. Client violates any provision of this Agreement or any other Agreement and it is in the Company’s opinion that the Agreement cannot be implemented;
- g. If any of the representations or warranties given by the Client are/or become untrue;
- h. Client does not have the authority to transact business with the Company or to do so in the manner in which the Client customarily conduct business with the Company;
- i. Client fails to provide adequate documentation with regards to the Know- Your-Client (KYC) and Anti-Money-Laundering regulations the Company has to follow;
- j. Client fails to make any payment or fail to perform any other act required by the Agreement;
- k. In cases of any material violation by the Client of the requirements established by any legislation.
- l. If scalping or any other unauthorized and abusive trading activity/strategy is performed on the Company’s Trading Platform, automated or manually including but not limited to misuse of deposited and promotional/bonus funds, swap arbitrage, bonus arbitrage, cash-backs, internal, external hedging, Pip- hunting, placing orders prior to the release of financial data, manipulations or a combination of faster/slower feeds, gain profit from the Company possible systems bugs and/or weaknesses and/or malfunction, and/or abuse of the Company’s ‘no negative balance’ policy and abusive trading aimed towards riskless profit;
- m. If a Client involves the Company directly or indirectly in any type of fraud in which the Company or other Company’s Clients interests are placed at risk prior to terminating this Agreement;
- n. The Company has reasonable grounds to believe that the Client’s trading activity affects in any manner the reliability and/or smooth and/or orderly operation of the Company’s Trading Platform.

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

- a. Terminate this Agreement immediately without prior notice to the Client.
- b. Cancel any Open Positions.
- c. Convert any currency;
- d. Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
- e. Reject or Decline or refuse to transmit or execute any Order of the Client.
- f. Restrict the Client's trading activity.
- g. Apply any of Client's funds and the proceeds of any Transaction in satisfaction of the amount owing to the Company, including amounts due in respect of settlement, fees, commissions and interest;
- h. Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations the Client may have, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement or;
- i. Reverse and/or cancel all previous transactions on the Client's account;
- j. In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country.
- k. Cancel or reverse any profits gained through abusive trading of paragraph 12 or the application of artificial intelligence on the Client Trading Account I.
- l. Combine any Trading Account opened in the name of the Client in order to consolidate account balances and set off those balances.

### 33. TERM AND TERMINATION

- 33.1 Either party (Company or Client) can terminate this agreement by giving five (5) business days written notice. 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.
- 33.2 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.
- 33.3 The Company may terminate this Agreement immediately without giving five (5) business days' notice in the following events of default:
  - a. Death of the Client;
  - b. If any application is made or any order is issued, or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken;
  - c. Such termination is required by any competent regulatory authority or body or court of law;
  - d. The Client violates any provision of this Agreement or any other Agreement and in the Company's opinion the Agreement cannot be implemented;
  - e. The Client involves the Company directly or indirectly in any type of fraud;
  - 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 act in a rude or abusive manner to employees of the Company;
  - h. False and/or misleading information provided by the Client or unsubstantiated declarations made herein
- 33.4 The Company may terminate this Agreement immediately without giving five (5) business days' notice, and the Company has the right to reverse and/or cancel all previous transactions on a Client's account, in the following events of default:

- a. The Client involves the Company directly or indirectly in any type of fraud, in which it places the Company's or any Company's Clients interests at risk prior to terminating the Agreement
  - b. 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
  - c. The Company reasonably suspects that the Client performed abusive trading such as, but not limited to, Snipping, Scalping, Pip-hunting, hedging, placing "buy stop" or "sell stop" Orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds.
- 33.5 The termination of this Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:
- a. Any pending fees/commissions of the Company and any other amount payable to the Company;
  - b. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of this agreement;
  - c. Any damages which arose during the arrangement or settlement of pending obligations.
- 33.6 The Company has the right to subtract all above pending obligations from the Client account.
- 33.7 Upon termination of this agreement, the Company shall immediately hand over to the Client the Client's assets in its possession, provided that the Company shall be entitled to keep such Client's assets as necessary to pay any pending obligations of the Client.

#### 34. REPRESENTATIONS AND WARRANTIES AND COVENANTS

- 34.1 The Client by agreeing to be bound by this Agreement and on continuous basis, represents, warrants, covenants and guarantees to the Company, that:
- a. The Client is authorized and has the capacity to enter into this Agreement and any Transactions and to perform his obligations;
  - b. The Client is at least 18 years old and of sound mind, having no legal or other obstacle in his country of residence prohibiting him from entering into this Agreement;
  - c. The Client is placing any and all Orders and entering into any Transactions with the Company as Principal, (i.e. acting on own behalf) and not as a representative or agent of any third party unless Client has produced to the Company's satisfaction, a document and/or power of attorney enabling the Client to act as representative of any third person and relevant identification documents for such third party;
  - d. All information provided and disclosed by the Client during the online account opening registration procedure/KYC is true, complete, accurate and not misleading in all material aspects and the Client remains responsible for keeping the Company informed immediately and in writing of any material changes in the said information (e.g. change of address, contact details etc.);
  - e. The Client is under obligation to inform the Company immediately and in writing if at any given time any information provided to the Company becomes misleading or it affects his capacity and ability to trade and transact with the Company;

35. TAX IMPLICATIONS

- 35.1 We shall not provide any advice to our Clients on any tax issues related to any of our services. You are advised to obtain individual independent counsel from your financial advisor/auditor/accountant with respect to any tax implications of our Services.
- 35.2 You further know, understand and agree that, in general, we do not collect tax on behalf of any authority in any form or manner whatsoever. You are solely responsible to manage tax implications related to the income you derive from your trading activity on or through our platform.
- 35.3 Without limiting the foregoing, it is solely your obligation to calculate and pay all taxes applicable to you in your country of residence, or in the case of legal entities, in their country of incorporation or otherwise arising as a result of your trading activity from using our services.

36. CONFIRMATION

- 36.1 **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITION. YOU HAVE INDEPENDENTLY EVALUATED THE MERITS AND RISKS OF ACCESSING AND/OR USING OUR PLATFORM AND/OR SERVICES AND ENTERING INTO TRANSACTIONS AND CONTRACTS VIA OUR PLATFORM AND YOU HAVE DONE SO WITHOUT RELYING ON ANY INFORMATION CONTAINED ON, OR IN OUR WEBSITE AND/OR PLATFORM AND/OR OTHERWISE PROVIDED BY US IN RELATION AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.**

**YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCAL JURISDICTION WHICH APPLY TO YOUR ACTIVITIES HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU MAY RECEIVE OUR SERVICES AND ENTER INTO TRANSACTIONS AND CONTRACTS VIA OUR PLATFORM, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.**