

## TERMS AND CONDITIONS – CLIENT AGREEMENT

MCA INTELIFUNDS LTD, operating under the brand name “**FXORO**”, is a Cypriot investment Firm incorporated and registered under the laws of the Republic of Cyprus under Certificate of Registration No. 270891, having its registered office at Petrou Tsirou 82, Mesa Geitonia, 3076, Limassol, Cyprus, P.O Box 53101. (Contact number +35725205555) (hereinafter called the “**Company**”), having been granted a license from the Cyprus Securities and Exchange Commission, office address 19, Diagorou Street, 1097, Nicosia Cyprus (contact number +357-22506600) hereinafter called “**CySEC**”, with license No. 126/10, to provide the Investment Services covered by this Agreement, through its electronic system via the Internet (hereinafter called the “**Trading Platform**”).

This Agreement, together with the Trading Conditions, Risk Warning Notice, Order Execution Policy, Privacy Policy, Conflict of Interest Policy, Client Categorization Policy, Investor Compensation Fund and Client Complaints Procedure constitute a legally binding agreement between the Client and the Company. In order to better understand the key features of the products offered by the Company, Clients are advised to check the Company’s Key Information Document (KID) and Company’s products (PRIIPs). All of the above documents can be found on the Website of the Company at [www.fxoro.com](http://www.fxoro.com) and <https://www.fxoro.com/legal/supporting-documents/>.

BY ACCEPTING THIS AGREEMENT THE CLIENT CONFIRMS AND DECLARES THAT IT HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THIS AGREEMENT WHICH SHALL GOVERN THE USE OF THE TRADING PLATFORM AND THE TRANSACTIONS ENTERED INTO BETWEEN THE CLIENT AND THE COMPANY. THIS AGREEMENT IS NON - NEGOTIABLE AND MAY BE AMENDED FROM TIME TO TIME AT THE ABSOLUTE DISCRETION OF THE COMPANY AFTER PROPER NOTICE HAS BEEN GIVEN TO THE CLIENT SUBJECT TO THE PROVISIONS OF TERM 12 BELOW.

Any agreement between the Company and its Clients and the procedure to be followed under it, is governed by the *Distance Marketing of Consumer Financial Services Law N.242 (I)/2004* of Cyprus implementing the EU Directive *2002/65/EC*, under which the Agreement need not be signed and the Agreement has the same legal effect and establishes the same rights and duties and responsibilities as a printed agreement signed between both parties. In case a Client wishes to have a printed Agreement, duly signed and stamped by the Company, the customer must send 2 signed copies of the Agreement to the Company, stating his postal address and a countersigned copy will be sent back to that address.



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By entering into the Agreement, you accept that we do not offer investment research; any material containing market analysis is marketing communication and should not be construed as advice, recommendation or research.

Please contact us for clarifications or seek independent professional advice (if necessary).

The Company reserves the right to register and operate other websites for marketing and promotional purposes to specific countries which contain information and disclosures to Clients and prospective Clients in any language, including such languages other than the English language. The Client accepts and understands that the Company's language of communication is the English language and the Client should always read and refer to the main website for all information and disclosures about the Company and its activities.

## 1. DEFINITIONS – INTERPRETATIONS

**Access Codes** – the username and password given by the Company to the Customer for accessing the Company's electronic systems.

**Account**– any transactions account which the Company may open for the client.

**Affiliate** – an Individual or a Legal Person which is remunerated by the Company for promoting the marketing material of FXORO.

**Agreement** – these Terms and Conditions for the Services Offered by the Company.

**Approved Client**– Client who has been identified and verified before the establishment of the business relationship.

**Authorized Person** – a Person authorized by the Customer in accordance with this Agreement to give instructions to the Company on behalf of the Customer.

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

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



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**Bank Account** – An account with a Bank or other financial institution in which the Company shall hold funds in the name of the client or in the name of the Company on behalf of the client, segregated from the Company’s own funds.

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

**Business relationship:** in accordance to article 2 of the Law, means a “a business, professional or commercial relationship which is connected with the professional activities of persons engaged in financial and other business activities in accordance with this section and which is expected, at the time when the contact is established, to have an element of duration.”

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

**Customer Account or Trading or Live Account** – the special personal account for internal calculation and customer deposits, opened by the Company in the name of the Customer. The Agreement may use the word Trading Account or Customer Account or Live Account interchangeably, which all have the same meaning.

**Customer / Client** - “Customer” and/or “Client”, are terms that shall be considered to have same definition and meaning in the present Agreement and shall mean, any natural or legal person who has accepted this Agreement and/or to whom the Company provides investment and/or ancillary services.

**Close Position** - deal of purchase (sale) covered by the opposite sale (purchase) of the contract.

**Corporate Action** - an event, action or equity change which has a diluting/concentrating effect or any other material effect on the market value of the underlying shares, as determined at the sole discretion of the Company, including but not limited to: (i) subdivision, consolidation, split, reclassification, cancellation, par value change or other change of the rights attached to the shares; (ii) rights offering, trading benefit issue, equity offering or equity redemption; (iii) distribution (including cash, capital or any other manner of distribution) and repurchase of shares; (iv) any other event which materially affects or may materially affect the shares’ price (including material company announcements, takeovers, tender offers, arrangements, payments-in-kind, mergers, de-mergers, spinoffs, MBOs, nationalizations, insolvency etc.).

**Cryptocurrencies/Virtual Currencies**- when used in this Agreement shall mean, if not otherwise required by the context, a type of decentralized digital currency or financial asset derived from such a currency, that is not issued



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by any central bank or issuer and in which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units.

**Dealing on Own Account (DOA)** - is trading against proprietary capital resulting in the conclusion of transactions in one or more MiFID financial instruments; it involves position-taking which includes proprietary trading and positions arising from market-making; it can also include positions arising from client servicing, (for example where a firm acts as a systematic internaliser or executes an order by taking a market or 'unmatched principal' position on its books) and which provide investment services and/or perform investment activities in dealing on own account may capitalize on specific trading strategies and market opportunities so as to optimize returns on own funds. Moreover, it facilitates hedging away interest rate as well as foreign exchange risk for both its proprietary trading and any operational exposure.

**Equity** – provided part of the Customer's Account including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: Balance + Profit - Loss. These are the funds on the Customer's Account reduced by the current loss on the open positions and increased by the current profit on the open positions.

**Execution Venue** – a regulated market, a multilateral trading facility, a systematic internaliser or a market maker or another liquidity provider or an entity performing in a third country, as per [G20](#), similar functions.

**Expiry Date** – any date and/or time specified on the Company's [Trading Info](#), available at the Company's website.

**Financial Markets** – international financial markets in which currency and other financial assets exchange rates are determined in multi-party trade.

**Financial Instruments** – any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation.

**Floating Profit/Loss** – unrealized profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indexes, precious metals or any other commodities available for trading.

**Force majeure** - Neither the Customer, nor the Company shall be held liable for consequences of any delay, failure or inability to fulfill obligations contained herein, or pursuant to any transaction, for reasons beyond their reasonable control. Such events will include, without limitation: any law, order, regulation or threat of any governmental or other authority, computer system breakdown, change of market conditions or practice, or



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actions of the holder of an issuer's shareholder register, which prevent fulfillment by the Parties of their obligations under the present Regulations or any transaction.

**Free Margin** – funds not used as the guarantee for Positions at a given time, calculated as follows: Free Margin = Equity – Used Margin.

**Identification and customer due diligence procedures:** According to article 61(1) of the Law, customer identification and customer due diligence procedures include identifying the customer/beneficial owner and taking adequate measures to verify the identity of the customer/beneficial owner, in accordance to their degree of risk (on the basis of documents, data or information obtained from a reliable and independent source).

**Interested Person** – a Person who is not a Customer of the Company however he is interested on the Services provided by the Company therefore he is granted with a Trial Account.

**Introducing Broker** – a Person (including its employees, subsidiaries, sub-agent and affiliates) which is remunerated by the Company for referral of Customers to the Company.

**KYC Process** – means any "Know Your Customer" process required to be made by the Company under applicable Laws and Regulations, and which are designed to identify the Customer, verify the identity of the Customer, perform background checks on the Customer, construct an economic profile of the Customer and assess the appropriateness of the Services to the Customer.

**Laws and Regulations** – Cyprus Law 87(I)/2017, which implemented 'MiFID II' in Cyprus Law and which provides for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and Regulation (EU) 600/2014 (MiFIR), as well as the regulations, arrangements, directives, circulars and customs of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus, the Law 188(I)/2007 for the Prevention and Suppression of Money Laundering and Terrorist Financing Law and any other authorities which govern the operation of Cyprus Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time.

**Lot** – "A lot refers to a set amount of a particular asset that is the amount you buy or sell with each transaction. In the financial markets, a lot represents the standardized quantity of a financial instrument as set out by the broker. It means that investors have a standardized contract and always known how much of an asset they are trading when they open a position. A lot can refer to any asset class or financial instrument."



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**Market Maker** - means a person (Company or individual) who is active on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against his proprietary capital at prices defined by him.

**Margin** – the necessary guarantee funds to open positions, as determined in the trading conditions.

**Margin Level** – index characterizing the account, calculated as: Equity/Margin.

**Negative Target Market** - Clients with no understanding of capital markets and derivatives and experience in CFDs or other types of derivatives trading, as per the Company's Product Governance Policy.

**Open Position** – deal of purchase (sale) not covered by the opposite sale (purchase) of the contract.

**Operating (Trading) Time of the Company** – period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as fit, upon notification to the Customer.

**Politically Exposed Person** - a natural person who has its place of residence in a European Union Member State or in third countries, and who is or has been, or any of its immediate family members or persons known to be close associates of such person are or have been, entrusted with prominent public functions.

**Price** – The prices for any Financial Instrument are calculated by reference to the price of the relevant underlying asset, which is obtained from independent Market Data Providers.

**Services** – The Services provided by the Company, detailed in paragraph 2 hereunder

**Spread** – difference between the purchase price ASK (rate) and the sale price BID (rate) at the same moment.

**Stop out level** – such condition of account when the open positions are forcedly closed by the Company at current prices.



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**Transaction** – any type of transaction effected in the Customer’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Customer or an authorized representative.

**Trading Conditions** – the specific trading conditions published in the Company’s Website, including trading hours, minimum and maximum quantities, Corporate Actions, expiration dates, margin requirements, instrument specifications and trading rules.

**Trading Platform** – the electronic trading platforms and software owned, or licensed, by the Company, which is used in order to provide the Services, whether web-based (including mobile), customer software or otherwise.

**Underlying Asset** - means any asset traded on a Financial Market upon its prices the Company generates CFDs.

**Trial Account** – a special personal account which is not a Customer Account or Trading or Live Account, opened and credited by the Company with a predetermined amount, in the name of the Interested Person.

**Website** – the Company’s website [www.fxoro.com](http://www.fxoro.com)

**Verification of the identity of the customer and the beneficial owner**– verifying the customer’s identity on the basis of documents, data or information obtained from a reliable and independent source.

## 2. PROVISION OF SERVICES

2.1 The Client understands and accepts that the Company is unable to provide the Client with any legal advice or assurances in respect of the client’s use of the services and the Company makes no representations whatsoever as to the legality of the services in the Client’s jurisdiction. It is the Client’s obligation to verify the relevant laws in the Client’s jurisdiction before registering with the Website, applying for an account and using the services of the Trading Platform. The Client should consult with a legal counsel in the applicable jurisdiction if in doubts about the legality of the use of the Trading Platform and the Services under the Laws of any jurisdiction that apply to the Client.

**The Services to be provided by the Company to the Client are the following:**

### 2.1.1. Investment Services



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- (a) Reception and Transmission of orders in relation to one or more Financial Instruments
- (b) Execution of Orders on Behalf of Customers
- (c) Dealing on Own Account

### 2.1.2 Ancillary Services

- (a) Safekeeping and administration of Financial Instruments for the account of Customers, including custodianship and related services such as cash/collateral management
- (b) Foreign exchange services where these are connected to the provision of investment service

### 2.1.3 Financial Instruments

The Company shall be offering the above investment services, as applicable, regarding:

- (a) Transferable securities
- (b) Money-market instruments
- (c) Units in collective investment undertakings
- (d) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- (e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- (f) Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF
- (g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (f) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls



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(h) Derivative instruments for the transfer of credit risk

(i) Financial contracts for differences (for differences in relation to MiFID instruments, currencies, interest rates or other financial indices)

(j) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls.

2.2 The Company reserves the right to offer the Financial Instruments on any underlying security it considers appropriate so long as it is able to do so under its license from CySEC. The Company's main website will be the primary means of presenting the underlying security on which the Company will offer the Financial Instrument and the Trading Conditions for all and each of them. The Company reserves the right to modify the main website at any time.

2.3 The Customer acknowledges that the Services provided by the Company do not include the provision of any investment advice whatsoever or in any circumstances. Any investment information as may be announced by the Company to the Customer does not constitute investment advice and the information shall be regarded as given for informative purposes only. No information provided by the Company shall be deemed as an assurance or a guarantee on the expected results of any transaction.

2.4 The Customer agrees and acknowledges that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely for these purpose on the Company. The Customer further acknowledges and understands that the Company shall bear absolutely no responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, composition of any account and/or taxation consequences.

2.5 The Customer is informed that for any Orders placed with the Company, the Company will effect such orders either as a Broker (Agent) or Market Maker (Principal). Depending on the type of Client Account held by



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each Client, the Company may act both, as a Principal and Agent. The Company's Execution Venue, if acting as Agent for the execution of the clients' orders is MCA Intelifunds Ltd, where the clients' orders are executed via the Company's Trading Platform. The client is informed that following execution of any order, the Company may at its sole discretion hedge each position with another Financial Firm (or Companies within the group), offset each Position with another Position, or retain a proprietary Position with the intention to obtain trading profits from such Positions. Further information can be found in our ['Order Execution Policy'](#).

The third party Execution Venues (as defined in applicable Law and Regulation) for the execution of the Customer's orders are:

- A. LMAX Professional, which is authorized and regulated by the Financial Conduct Authority (FCA) with Reference Number 509778
- B. Interactive Brokers (UK) Ltd, which is authorized and regulated by the Financial Conduct Authority (FCA) with Reference Number 208159

2.6 The Company's operating hours are: from Sunday at 22.00.01 GMT (Greenwich Mean Time) through Friday 23.00.00 GMT (Greenwich Mean Time). Non-working periods: from Friday 23.00.01 GMT (Greenwich Mean Time) through Sunday 22.00.00 GMT (Greenwich Mean Time), excluding holidays which will be announced through the main website.

2.7 By accepting these terms and conditions the Customer is accepting that he has read, understood and accepted all the information contained in the Company's "ORDER EXECUTION POLICY". The "ORDER EXECUTION POLICY", is contained on the Company's main website and is public and available to all Customers.

### 3. CUSTOMER CATEGORISATION UNDER MiFID II

The Company shall in its dealings with the Customer apply the rules of professional conduct which govern the Company's relationship with Retail Customers. If, however, the Customer wishes to be governed by the Company's regulations governing Professional Customers or as an Eligible Counterparty, then the Customer must inform the Company in writing, clearly stating such a wish. The final decision for the changing the Customer's classification will be at the discretion of the Company. The Customer is bound by the method of



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categorization which is explained thoroughly in the Company's "Client Categorization Policy" which can be found on the Company's main website under the title "Client Categorization Policy". By accepting these terms and conditions the Customer accepts that he has read, understood and accepted the application of the customer categorization method, the inherent risks of re-categorization and all information contained in the "Client Categorization Policy".

#### 4. ASSURANCES, GUARANTEES, DECLARATIONS AND COVERAGE

4.1 The Client states, affirms and guarantees that:

i. whatever money is handed over to the Company by the Client belongs exclusively to the Client, it is free of any lien, charge, pledge and any other encumbrance. Further, whatever money is handed over to the Company by the Customer is not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

ii. He acts for himself and not as a representative or a trustee of any third person, unless he has produced, to the satisfaction of the Company, a document and/or powers of attorney enabling him to act as representative and/or trustee of any third person.

iii. The customer is not a Politically Exposed Person and will promptly inform the Company, if at any stage of this agreement he/she becomes a Politically Exposed Person.

4.2 The Customer agrees and understands that the Company reserves the right to refund / send back to the remitter (or beneficial owner) any amounts received under sections i. and ii. paragraph 4.1, after having such proof as it considers adequate at its absolute discretion that these amounts are direct or indirect proceeds of any illegal act or omission or product of any criminal activity and/or belonging to a third party. The Customer further consents and acknowledges that the Company may reverse any or all types of previous transactions performed by the Customer in his Trading Account and that the Company may terminate the agreement under paragraph 13.4 hereof. The Company reserves the right to take any legal action against the Customer to cover and indemnify itself upon such an event and may claim any damages caused to the Company by the Customer as a result of such an event.



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4.3 The Customer understands and accepts that all transactions in relation to trade in any of the Financial Instruments in paragraph 2.1 above, will be performed only through the Trading Platform provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

4.4 The Client and/or the Interested Person who would like to become a Client of the Company and/or to withdraw any profits from his Trial Account, understands and accepts that upon his/her registration in the Website or at any time thereafter, the Company is required to conduct a KYC Process. This KYC Process requires the Company to obtain certain documents from the Customer, as follows:

**Proof of Identity**

- National Passport
- National Identity Card
- Driving License

**Proof of Address:**

- Utility Bills (water, gas, electricity authorities)
- Telephone Bills
- Bank Statements
- Government/Municipality letter confirming your address

**Proof of Address documents should contain:**

- full name and address
- the name must be as the one presented on the Identity card/passport
- Utility bills should be no older than six months

In order to open an account, the Client shall be required to successfully conclude the Registration Process as determined by the Company, at its sole discretion.



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If deemed necessary, the Company may request additional documents and/or that any document copies are notarized, meaning that the documents are stamped and attested by a Public Notary. In the event Company's request for documents and information are not completed by the Client or otherwise approved by the Company, the Company may at its sole discretion decline to open an Account, block an Account from trading or terminate this Agreement, and may withhold any funds that are present in the Account until such time as the Company is satisfied with the documents presented by the customer.

Should the documents fail the Company's internal compliance checks – for example, if the Company suspects that they have been tampered with, or are in any way provided to mislead or misrepresent – the Company shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents. The Company may conduct identity, credit and other checks from time to time as it deems appropriate. The information collected and obtained from the Client during the KYC Process may be used in the prevention of money laundering as well as for the Company's risk management purposes. The Company shall use all the information obtained from the Client in accordance with its Privacy Policy which constitutes an integral part of this Agreement and is available on the Website.

4.5 The Customer understands and accepts that upon his/her registration in the Website or at any time thereafter, the Company is required to obtain from him information regarding, among others, the purpose and the reason for requesting the establishment of a business relationship; the anticipated account turnover, the nature of the transactions, the expected origin of incoming funds to be credited in the account and the expected destination of outgoing transfers/payments; the customer's size of wealth and annual income and the clear description of the main business/professional activities/operations.

4.6 The Client guarantees the authenticity and validity of any document handed over by the Customer to the Company and that all details and information provided by the Customer to the Company either during the registration process, or at any time thereafter, are true, current, correct, complete and not misleading and that he will inform the Company of any changes to the details or information given to the Company.

4.7 The Client declares that if the Company receives false or misleading information or documentation or has reasonable grounds to suspect that the account constitutes or may constitute an Anti-Money Laundering and Prevention of Terrorism Financing or other regulatory risk, the Company may freeze the account either by prohibiting additional deposits, declining orders, or delaying withdrawal requests, terminating existing positions and/or any other means it is allowed or required, subject to applicable Law.



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

4.8 The Customer declares that he has carefully read and fully understood the entire text of the Agreement, he has had the opportunity to take professional advice on its contents and it fully and unreservedly agrees with the terms of this Agreement;

4.9 The Client declares that he has read and went through all information provided on the internet regarding the Company, its services offered, relevant and costs, trading conditions, and any other relevant legal documentation. The Client is aware that such information may be changed from time to time at the Company's sole discretion.

4.10 The Client guarantees that he is over 18 years old. The Company does not accept persons who are under the age of 18.

4.11. The Client is legally of age as defined in the Agreement, is sound of mind and capable of taking responsibility for its actions.

4.12 The Client accepts that any orders he will place with the Company, the company will act both as an agent and as a principal on the Customer's behalf.

4.13 The Client declares that he has chosen the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances.

4.14 The Client declares that he will not commit any acts or display any conduct that damages the reputation of the Company.

4.15 The Client shall use the Services only in good faith towards both the Company and other users of the Services.

4.16 The Client declares that It is not an employee director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereof.



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4.17 The Client has read the Risk Warning Notice and is fully aware that there is a risk of losing money when trading in Financial instruments and is fully responsible for such loss. In relation to Client's losses it shall have no claims whatsoever against the Company or any of its Partners or their respective directors, Officers or Employees.

4.18. The Client has chosen the particular type of service and Financial instrument, taking his total financial circumstances into consideration.

4.19 The Client acknowledges that it is the Client's responsibility to make itself aware of adjustments, costs and Margin Requirements that apply during contract Rollovers. Such information is available in the Trading Conditions page on the website. The Client hereby irrevocably authorizes the Company to debit or credit its balance in accordance with the above terms.

4.20 The Client acknowledges that the Company shall not be held liable for any damage caused to the Client as a result of any acts, omissions, negligence or fraud by the institution where the Client's bank account is maintained.

## 5. ELECTRONIC TRADING

5.1 The Client is hereby granted with a limited, revocable, personal, non-exclusive, non-transferable, non-sub-licensable right, through the term of this Agreement, to install the Trading Platform on its computer and use it solely for the purpose of obtaining the services set out in the Agreement.

5.2 From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Trading Platform(s) without liability under this Agreement. The Client agrees to accept such modifications as part of the Agreement.

5.3 By accepting this Agreement, the Customer is entitled to apply for Access Codes, within the Company's electronic systems and/ or Trading platform, in order to be able to give orders for the purchase or sale of Financial Instruments and to be able to trade in general on the Trading Platform with and through the Company, through a compatible Personal Computer, smartphone, set-top-box, or any other similar device of the Customer that is connected to the Internet or other network communications protocol (e.g. WAP). The Customer acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the



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Customer's access to the Company's Trading Platform or part of them in order to ensure the effective and efficient operation of its systems and in order to protect its own interests and the interests of its Customers. In such cases the Company may close any or all trading accounts of the Customer under paragraph 13.

5.3.1 The Customer agrees and states that he will keep in a safe place the Access Codes and shall not reveal them to any other person. He will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform.

5.4 The Customer agrees not to use the Trading Platform in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Customer an unfair advantage or which the Company considers at its own discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct. Furthermore, the customer shall not use any software for the purpose of automatic/algorithm trading in the Account, or allow the use of a device which is performing transactions in any manner obstructing and/or interfering with the regular and ordinary carrying out of such transactions as contemplated by the Company (i.e using expert advice software, auto clicker and similar software). In such a case the Company may, at its sole discretion, reverse all related Customer's trades and/or close any Open Positions of the Customers and/or close any or all trading accounts of the Customer and/or terminate this Agreement immediately under paragraph 13.4 iv and/or take any measures at its absolute discretion.

5.5 Such practices may further include holding long and short Positions in the same or similar instruments at similar times, including through different accounts , accounts held with different entities connected to the Company or together with others, for the purpose of manipulating or taking advantage of the Company or any of the services and benefits it may offer.

5.6 The Customer will make all necessary efforts to keep his Access Codes secret and known only to him. Also, the Customer will be liable for all Orders given and/or deposits made through and under his Access Codes and any such Orders and/or deposits received by the Company will be considered as received from the Customer. In cases where a third person is assigned as an 'Authorized Representative' to act on behalf of the Customer, the Customer will be responsible for all Orders given through and under the representative's Access Codes.



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

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

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

5.10 The Customer agrees to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Customer agrees to follow the access procedure (Login) of the Company that supports such protocols.

5.11 The Customer acknowledges that the Company bears no responsibility if unauthorized third persons have



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access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted between the Customer and the Company or any other party, using the Internet or other network, network communications protocol, communication facilities, telephone, or any other electronic means.

5.12 The Company is not an Internet Service Provider nor is responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this agreement because of network connection or electricity failures. In the case of such electricity / communication/ Internet failures, if the Customer wishes to execute a position, then he must telephone our operators on the phone line + 357 25205555 and give a verbal instruction. The Company reserves the right to decline any verbal instruction in cases where its telephone recording system is not operational or in cases where the Company is not satisfied of the caller's/Customer's identity or in cases where the transaction is complicated or in cases where the quality of the line is poor. The Company further reserves the right to ask the Customer to give instructions regarding the Customer's transactions by other means that it deems appropriate.

5.13 The Customer agrees not to maintain two or more trading accounts with the Company, in order to get unfair advantages and/or multiple benefits and/or trading benefits/offers provided by the Company. In such a case the Company may, at its sole discretion, reverse all related Customer's trades and/or close any Open Positions of the Customers and/or close any or all trading accounts of the Customer and/or terminate this Agreement immediately under paragraph 13.4 iv and/or refuse to give to the customer any benefits and/or trading offers, and/or take any measures whatsoever at Company's absolute discretion.

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



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## 6. ORDERS – INSTRUCTIONS

### (GENERAL)

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

6.2 Subject to Section 6.15 below, the Company may, in certain circumstances, accept instructions, by telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Customer's identity, and the Company is further also satisfied with the clarity of instructions. In case of an Order received by the Company in any means other than through the Trading Platform, the Order will be transmitted by the Company to the Trading Platform and processed as if it was received through the Trading Platform.

6.3 The Company reserves the right, at its discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the telephone. The Customer fully accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through the telephone, regardless of how they have been caused, including without limitation technical failures.

6.4 The Customer has the right to authorize a third person to give instructions and/or Orders to the Company or to handle any other matters related to this agreement, provided that the Customer has notified the Company in writing that such a right shall be exercised by a third party and that this person is approved by the Company and fulfills all of Company's conditions to allow this. Unless the Company receives a written notification from the Customer terminating the said person's authorization, the Company will continue accepting instructions and/or Orders given by this person on behalf of the Customer and the Customer will recognize such Orders as valid and binding on the Customer. The Company requires 2 working days written notification for the termination of the authorization to a third party.

6.5 Once the Customer's instructions or Orders are given to the Company, they cannot be revoked except with the



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Company's written consent which may be given at the Company's sole and absolute discretion.

6.6 The Company shall not be held responsible in the case of delays or other errors caused during the transmission of Orders and/or messages via the Internet or other communications network, as well as for damage which may be caused by the non-validity of securities, or a mistake in the bank account balance of the Customer. The Company shall not be held responsible for information received via the Internet or other communications network or for any loss which the Customer may incur in case this information is inaccurate.

6.7 The Customer acknowledges and agrees that the Company has the right at its sole discretion to close any Transaction, at its sole and absolute discretion, without providing prior notice to the Customer, in the following circumstances: (i) if the underlying asset or contract on which the Transaction is based settles on an expiry date as determined by the relevant Financial Market or Underlying Asset, a reasonable time prior to such expiry date of such underlying asset or contract as detailed in the specific Financial Instrument Trading Conditions available on the Website; (ii) in the event of Force Majeure; (iii) in the Event of Default; (iv) upon or prior to Corporate Actions; (v) upon reasonable suspicion that the Customer has breached one, or more provisions of this Agreement, and (vi) upon notification or order from the applicable legal and regulatory authorities.

6.8 Customer is aware that the functionality of the Trading Platform may vary between the downloadable platform, the Website platform the mobile platform.

6.9 If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

6.10 If at any time trading on a relevant Financial Market is suspended, the Company shall calculate the value of the underlying asset of the Financial Instrument with reference to the last traded price before the time of suspension, as reasonably determined by the Company if no trading in that underlying asset is undertaken during the business day on which a suspension occurs. In the event that the aforesaid suspension continues for five (5) business days, the Company may decide, at its sole and absolute discretion, a Closing Time and price of the underlying asset. During the term of a transaction whose market is suspended, the Company shall have the right to close the Position at its discretion and/or to amend or vary the margin requirements and margin rates. If at any time, during the term of this agreement, the margin available on the account is



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insufficient to cover the margin requirement, the customer is obliged either to reduce the volume and/or amount of position(s) or transfer adequate funds to the account.

6.11 If a Financial Market announces that pursuant to the rules of such Financial Market the relevant underlying asset has ceased (or will cease) to be listed, traded or publicly quoted for any reason and is not immediately re-listed, re-traded or re-quoted on the relevant Financial Market or quotation system located in the same country as the Financial Market (or where the Financial Market is within the European Union, in any Member State of the European Union), or already so issued, quoted or traded the day on which such event occurs, or (if earlier) is announced, shall be the Expiry Date, and the Closing Time shall be a reasonable time prior to such Expiry Date.

The closing price will be such price as notified by the Company to the Customer.

6.12 The Customer may submit to the Company in writing by e-mail or delivery by hand, his objection to the execution or the non-execution or the mode of execution of a transaction and/or Order concluded on his behalf within two (2) working days from the conclusion of the transaction. Otherwise the transaction will be considered valid and binding on the Customer.

#### 6.13 Margin Close out Level

For the Retails Clients of the Company, the Close out Level will be as follows:

Where you fail to provide Margin in clear funds received by us by the time at which your Margin Level reaches 50% ("Close Out Level"), we have the right to begin closing out your positions in your trading account, in relation to the Transactions for which you have failed to provide Margin, starting from the most recent position ('Last In, First Out - LIFO').

Where the Margin Level drops below 50% we will proceed with close out without further reference to you. There will be no further warning before close out. Any such closing out under this Clause shall be performed in compliance with our duty of best execution to you, in accordance with our Order Execution Policy.



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For the Professional Clients of the Company, the Close out Level will be as follows:

**FIX Account:**

Where you fail to provide Margin in clear funds received by us by the time at which your Margin Level reaches 0% ("Close out Level"), we have the right to close out all your positions in your trading account, in relation to the Transactions for which you have failed to provide Margin.

**Floating account:**

Where you fail to provide Margin in clear funds received by us by the time at which your Margin Level reaches 25% ("Close Out Level"), we have the right to begin closing out your positions in your trading account, in relation to the Transactions for which you have failed to provide Margin, starting from the most recent position ('Last In, First Out - LIFO').

**ECN:**

Where you fail to provide Margin in clear funds received by us by the time at which your Margin Level reaches 50% ("Close Out Level"), we have the right to begin closing out your positions in your trading account, in relation to the Transactions for which you have failed to provide Margin, starting from the most recent position ('Last In, First Out - LIFO').

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

6.14 The Customer agrees and realizes that all conversations / communications between the Customer and the Company can be recorded on magnetic, electronic or other means. Such records will be the Company's property and the Customer further agrees that the Company has the right to use these records as evidence in the event that any dispute arises between the Company and the Customer and/or for any purpose which it deems desirable.



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Furthermore, all records are stored by us in a durable medium, which allows the Company to replay or copy them. We may provide copies of such recordings to regulatory authorities upon their request in order to comply with our regulatory obligations without your consent.

The Company will keep copies of such records for any period of time is required by applicable legislation. A copy of such telephone recording or electronic communications will be available to you upon a writing request.

6.15 The Company has the right to refuse the execution of transactions on behalf of the Customer ordered via telephone if the actions of the Customer are not clear and do not include the following operations: opening position, closing position, changing or removing orders.

6.16 In case of force-majeure, hacker attacks and other illegal actions against the Trading Platform or any of the Company systems, or in the event of a suspension of trade in the financial markets or Underlying Asset relevant to the Financial Instruments of the Company, the Company may suspend, freeze or close the Customer positions and request the revision of the executed transactions.

6.17 All price levels on the Trading Platform are determined at the Company's discretion. Any references of the Customer to prices of other trading or information systems shall be disregarded.

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

6.19 The Company has the right not to accept trading in any currency pairs, to be determined in its own absolute discretion, 2 minutes before and after a critical news release (e.g. breaking news events and economic indicators announcements).

6.20 Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. The Customer's Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for a period of one (1) year from placement.



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

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

6.22 The detailed trading requirements, conditions, and specifications for each Financial Instruments are published at Company's website under [Trading Conditions](#). The Company shall have the right to change the Trading Conditions at any time. The Customer agrees to check the full specifications of the Transaction before placing any Order.

#### FOREX/CFD's

6.23 The transaction (opening or closing a position) is executed at the "BID" / "ASK" prices offered to the Customer. The Customer chooses the position he wishes to take and makes a request to receive a transaction confirmation by the Company. The transaction is executed at the prices the Customer can see on the screen. Due to the high volatility of the markets during the confirmation process the price may change, and the Company has the right to offer the Customer a new price. In the event the Company offers the Customer a new price the Customer can either accept the new price and execute the transaction or refuse the new price, thus cancelling the execution of the transaction.

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

- i. OPEN – to open a position;
- ii. CLOSE – to close an Open Position;
- iii. To add, remove, edit Orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop (as further detailed in Paragraph 6.26 below. Any other Orders are unavailable and are automatically rejected. The Open or Closed Position confirmed cannot be cancelled by the Customer.



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6.25 Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments are executed at the price declared by the Customer on the first current price touched. The Company reserves the right not to execute the Order, or to change the opening (or closing as the case may be) price of the Order or Transaction as detailed in the Company's Best Execution Policy, Stop Loss Policy, and in case of a technical failure in the Trading Platform, the quotes feed, other technical failures, and in the event of Force Majeure.

6.26 Under certain trading conditions it may be impossible to execute Stop Loss Orders, Take Profit Order, Buy Stop Orders, Sell Stop Orders or other limit Orders on any Financial Instrument at the declared price. In such case the Company has the right at its sole discretion to execute such Orders or change the opening (closing) price of the Transaction at a first available price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Or, this may occur in the trading session start moments, so as a result, placing a Stop Loss order will not necessarily limit the Customer's losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price.

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

6.28 The price of the Expiring Transaction will be: (a) the last traded price at or prior to the Closing Time; plus or minus (as the case may be) (b) any spread that the Company may apply when such an Expiring Transaction is closed. The Customer acknowledges that it is the Customer's responsibility to make itself aware of the Closing Time and of any spread or commission that the Company may apply when closing an Expiring Transaction.

6.29 The Profit or Loss in any Forex and CFD Transaction will be: (a) the last traded price at or prior to the closing of the Position, (b) less the last traded price at or prior to the opening of the Position, (c) plus or minus (as the case may be) any spread that the Company may apply when such a Position is opened and closed, (d) times the volume of the Position. The Customer acknowledges that it is the Customer's responsibility to make itself aware of the price of the Financial Instrument and of any spread or commission that the Company may apply when opening and/or closing a Position.

6.30 The Company will make available, by posting on the Company's Website and/or the Trading Platform, the current price applicable to a currency pair, commodity, index, share or any other financial asset or instrument,



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and offer the Customer the opportunity to submit an Order in respect of such asset. Each Transaction shall be for a specified expiry time. The Company expects that the current prices will be reasonably related to the actual prices of such Underlying Assets available in the market. The Company makes no warranty, express or implied, that the quoted prices represent prevailing market prices.

## EXPIRY OF TRANSACTIONS; ROLLOVER

6.31 Spot/Forward. All open Spot and Forward Transactions which are not closed by the Customer upon reaching their value date will be rolled over by the Company for a further period of two (2) business days. Thereafter, the opened Transactions will be rolled over for additional periods of two (2) business days each indefinitely until such time as the Company will close such Transaction under the terms of this Agreement (“Rollover”).

6.32 Rollovers – Future Contracts CFDs. CFDs whose Underlying Assets are future contracts are traded in conjunction with the periods in which the underlying future contract is traded, provided however that the Company may set a value date for each future contract CFD which is earlier to the actual expiration date of the underlying future contract. All open future contract CFDs Positions which are not closed by the customer before reaching their value date, will be automatically rolled over by the Company to the next contract’s value date. Upon effectuating such rollover, the new position P/L will express previous contract P/L, the price difference between the expired, as well as include a mark-up spread, and associated S/L and T/P shall be adjusted to the new future contract. The value date for each future contract CFD can be found in the Trading Center page under Trading info. The Client acknowledges that it is the Client's responsibility to make itself aware of adjustments, costs and Margin Requirements that apply during Contract Rollovers. Such information is available in the Trading Conditions page on the Website.

6.33 Share CFDs. Share based CFD Transactions (“Share CFD”) are traded on a daily basis, in conjunction with the times in which the underlying share is traded in the relevant Financial Market. Without derogating the provisions of this Agreement, Share CFD Transactions may be terminated by the Company upon the occurrence of the events set out in Sections 6.39 – 6.41 hereunder.

6.34 The price of the Expiring Transaction will be the last traded price at or prior to the Closing Time, plus or minus (as the case may be) any spread, fee, adjustment or commission that the Company may apply when such an Expiring Transaction is closed.



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6.35 The Customer acknowledges that it is the Customer's responsibility to make itself aware of the Closing Time and of any spread and/or Commission that the Company may apply when closing an Expiring Transaction. Closing Times for the CFDs offered by the Company are available in the Website.

## MARKET SUSPENSION AND DELISTING; CORPORATE ACTIONS

6.36 Suspension. If at any time trading on a relevant Financial Market or trading in a certain Underlying Asset is suspended, the Company shall suspend the trading in the CFD Transactions based on such Underlying Asset and calculate the value of the CFD with reference to the last traded price before the time of suspension, as reasonably determined by the Company. In the event that the aforesaid suspension continues for five Business Days, the Company may decide, at its sole and absolute discretion, a Closing Time and price of the relevant CFD. During the term of a CFD Transaction whose market is suspended, the Company shall have the right to terminate the CFD Transaction at its discretion, and to amend or vary the margin requirements.

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

6.38 Corporate Actions. If an Underlying Asset is subject to a Corporate Action, the Company shall set a Closing Time which shall be prior (if possible) to the Corporate Action's time (and in the event of dividends, prior to the Ex-dividend date) and close all the relevant Transactions at the Closing Time. The Company further reserves the right to determine the appropriate adjustment to be made to the Transactions' price or quantity as it considers appropriate to account for the diluting or concentrating effect of the Corporate Action. In the event of a distribution of cash dividends, the Company also reserves the right not to close the relevant Transactions and to credit or debit the Customer's Account (depending on the Customer's position – short or long) in the dividend amount, according to the Transaction quantity and minus any fee, if applicable, all as calculated by the Company. The Company's specific trading rules with respect to Corporate Action as well as any known future Corporate Actions are included in the Trading Conditions and presented on the Website.



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6.39 It is the Customer's obligation and responsibility to ensure that it is fully aware of the Corporate Actions or other events related to any Underlying Asset on which its Transactions are based. The Customer acknowledges and agrees that not all Corporate Action can be known in advance.

6.40 Subject to the above, limit Orders, such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments is executed at the price declared by the Customer.

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

6.42 All price levels on the Trading Platform are determined at the Company's sole discretion. Any references of the Customer to prices of other trading or information systems or of other customers shall be disregarded. The Company has the right at its sole discretion to increase or decrease spreads on Financial Instruments depending on market conditions and Customer's profile.

6.43 The Company is under no obligation, unless otherwise agreed in this Agreement, to monitor or inform the Customer on the status of any Transaction or to close out any Customer's Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.

6.44 It is the Customer's responsibility to be aware of its Positions at all times.

6.45 The detailed trading requirements, conditions, and specifications for each Financial Instruments are detailed in the Trading Conditions. The Company shall have the right to change the Trading Conditions at any time. The Customer agrees to check the full specifications of the Transaction before placing any Order.

## 7. REFUSAL TO EXECUTE ORDERS

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



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i. Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments; constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legalization of proceeds from illegal acts or activities (money laundering); and/or affects or may affect in any manner the reliability or smooth operation of the Electronic Trading Platform;

ii. Whenever the Order concerns the purchase of any Financial Instrument but there are no available cleared funds deposited with the Company and/or in the Bank Account (as in Paragraph 9 below) to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Trading Platform. In calculating the said available funds, all funds required to meet any of the Customer's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Bank Account; The Company is not obliged to give reasons or notice as to the reasons for suspending, declining or cancelling Customer's orders or instructions. Moreover, in the event that the Company does decide to suspend or cancel an instruction, such cancellation will not affect any obligation which the Customer may have towards the Company or any right which the Company may have against the Customer or his assets.

7.2 The Customer declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company taking action in relation to Paragraph 7.1 above.

## 8. SETTLEMENT OF TRANSACTIONS

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

8.2 Upon request a statement of Account will be provided by the Company via the Trading platform to the Customer on a monthly basis, within five (5) working days from the end of the previous month. In case no transactions were concluded in the past month, the Customer is deemed to have lost his right to be informed. Any confirmation or proof for any act or statement of account or certification issued by the Company in relation to any transaction or other matter shall be final and binding on the Customer, unless the Customer has any objection in relation to such statement of account or certification and the said objection is filed in



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writing and received by the Company within two (2) working days from the receipt or the deemed date of receipt of any statement of account or certification.

8.3 In the case where the Customer is able to have an online statement for his account on a continuous basis, then the Company is considered as having fulfilled its obligations under Paragraph 8.2 and any objections of the Customer shall be valid only if received by the company in writing within 2 working days from the transaction under objection.

## 9. CUSTOMER ACCOUNTS

### DEPOSITS, REFUNDS AND WITHDRAWALS

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

9.2 The Company shall allow the Customer to fund the Account without minimum deposit threshold. However, in order to open an Account, the Customer shall have to deposit a minimum amount as per the Company's specifications detailed in the Website. Such sums of minimum deposit may vary from time to time. The Company shall not accept cash deposits.

9.3 All amounts handed over by the Customer to the Company or which the Company holds on behalf of the Customer, for the provision of Investment Services as in Paragraph 2, shall be held in the name of the Customer and/or in the name of the Company on behalf of the Customer in an account with any bank or other institution used to accept funds which the Company shall specify from time to time (the "Bank Account").

9.4 Upon accepting the Agreement, the Customer authorizes the Company to make any deposits and withdrawals from the Bank Account on his behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all transactions undertaken under the Agreement and all amounts which are payable by or on behalf of the Customer to the Company or any other person.



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9.5 Unless the Parties otherwise agree in writing, any amount payable by the Company to the Customer, shall be paid directly to the Customer.

9.6 The Company retains a right of set off and may, at its discretion, from time to time and without the Customer's authorization, set-off any amounts held on behalf and/or to the credit of the Customer against the Customer's obligation to the Company and/or merge any accounts of the Customer with the Company. Unless otherwise agreed in writing by the Company and the Customer, this Agreement shall not give rise to any rights other than those set out herein or to any credit facilities.

9.7 The Customer has the right to withdraw the funds which are not used for margin covering, free from any obligations from his account without closing the said account.

9.8 Money transfers (withdrawal from Trading Account or refund requests) shall be initiated by the Company within 48 hours as per the Circular of CySEC C168 and no later than (5) Working Days after receiving a withdrawal/refund request instruction from the Customer. Upon receiving a withdrawal/refund request, the amount requested shall be deducted from the Balance. The Company reserves the right at its sole discretion to decline a withdrawal request if the request is not in accordance with Section 9.11, or delay the processing of the request if not satisfied on full documentation of the Customer or Authorized Person.

9.9 Withdrawals of profits may only be transferred to a bank account under the Client's name.

9.10 The Customer agrees to pay any incurred bank transfer fees when withdrawing funds from his account to his designated bank account. The Customer is fully responsible for the payments details that he has provided to the Company and the Company accepts no responsibility for the Customer's funds if the Customer's given details are incorrect. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.

9.11 The Customer agrees to pay all fees and charges indicated on the Company's [website](#) for wire transfer or any additional charges incurred from financial institution on the Customer or the bank in relation to any Account transfer.

9.12 The Customer agrees that any amounts sent by the Customer or on the Customer's behalf in the Bank Accounts, will be deposited to the Customer's trading account at the value date of the payment received and



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net of any charges / fees charged by the Bank Account providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Customer or an authorized representative of the Customer before making any amount available to the Customer's trading account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received. The Customer acknowledges that the Company cannot be held liable for how many days it takes from the sending bank, or other financial institution, or third party payment solution providers, to send funds to the Company and the time the Company shall receive the funds.

9.13 Withdrawals should be made using the same method used by the Customer to fund his trading account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where the Customer needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Customers' withdrawal request. If the Company is not satisfied with any documentation provided by the Customer, the Company may reverse the withdrawal transaction and deposit the amount back to the Customer's trading account.

9.14 In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from the Customer's trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of the Customer's trading account(s).

9.15 The Customer agrees that the Company can charge a one-off account maintenance fee of \$25 or its equivalent amount according to customer relevant currency based account (EUR Account: €25, GBP Account: £25, CHF Account: CHF25), in cases where a withdrawal request is made prior to any trading activity taking place in the account.

9.16 The Customer agrees that in case of such a negative balance in any of the Trading account of the Customer, the Company can transfer such an amount from any other trading account of the Customer to that account to cover the negative balance. Furthermore it is understood and accepted by the Customer that in the case that there are no sufficient amounts to cover the negative balance in the Trading account the Company reserves the absolute right to terminate this agreement with 24 hours' notice through the Trading Platform or email and claim the amount of negative balance and any expenses it might incur.



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

9.18 In order to secure the identity of the Client, the Company must receive sufficient information about the transfer from the sending bank to make a certain identification of which Client and which account the funds shall be registered on. Therefore, the Client understands and accepts that the Company shall credit the Account only when all details of the transfer are clarified, and therefore there is no certainty the Account shall be credited immediately upon the Client's transfers order to the relevant bank.

9.19 The Customer agrees to waive any of his rights to receive any interest earned in the money held in the Bank Account and consents that the Company will benefit from such interest earned to cover registration /general expenses / charges / fees and interest related to the administration and maintenance of the Bank Account.

9.20 The Client acknowledges and agrees that unless otherwise agreed in writing, any assets in the Client's Account shall be held in an account or accounts maintained by, and in the name of, the Company and at the Bank Account/s of the Company's choice and that the assets in the Client's Account shall be commingled with the assets of other customers of the Company (omnibus accounts). The Client acknowledge that the Company may, in its sole discretion, limit the number of Accounts that the Client may hold, maintain or acquire. The Company may keep merchant accounts in its name with payment services providers used solely for the purpose of settlement of Client's payments. A list of the payment services providers used by the Company is available at the Website.

9.21 In the event of a chargeback received with respect to any of the Client's deposits from a credit card issuer or other payment method for any reason, the Company shall have the right to immediately and without any notice freeze the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, immediately terminating any or all existing Positions, charging the Client's Balance for the chargeback amount including all related costs, terminating this Agreement and/or any other means it is allowed or required, subject to Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases.



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9.22 The Company may keep merchant accounts in its name with payment services providers used solely for the purpose of settlement of Client's payments. A list of the payment services providers used by the Company is available at the Website. The Company shall not be liable for any losses that the Client may incur due to insolvency or any other analogous proceedings or failure of the financial institute or payment service provider in which Client's funds are held.

9.23 The Company holds client's money on your behalf with authorized credit institutions in the Republic of Cyprus and the European Union. Though, we may also hold your money outside the European Union. The funds are kept in bank accounts, named as "clients' funds" and are clearly segregated from the Company's own funds. The legal and regulatory system which applies to any such bank or payment processing company outside the European Union, is different from the legal and regulatory system in Cyprus and the European Union. In case of insolvency of this bank or payment processing company, your money may be treated differently from the treatment that would apply if the money was held with a bank account in Cyprus and/or in the European Union. In this case, the Company will not be liable, neither for the insolvency, acts or omissions of any third party, nor for any loss suffered under this case. Prior depositing clients' money in an account(s) or receive funds through payment processing companies, the Company, at all times, applies all due care, skill and diligence in the selection of those institutions. Furthermore, we also facilitate a periodic review of those banks and payment processing companies and of their policies and procedures, for the holding and safekeeping of clients' money.

#### INACTIVE/DORMANT ACCOUNTS-ADMINISTRATION FEES

##### Inactivity Fee

9.24 After three (3) consecutive months of non-use ("Inactivity Period") of the trading account, an inactivity fee will be deducted from the Customer's trading account, by the end of the inactivity period.

The fee should be taken from customers without open positions who didn't trade for 3 months (3 months from the time they closed their last position). For the first three consecutive inactivity periods, the Company shall deduct the fee of 25 EUR/GBP/USD/CHF (depending on the customer's relevant currency based account), per inactivity period. For the fourth consecutive inactivity period, the Company shall deduct a yearly inactivity fee of 100EUR/GBP/USD/CHF (depending on the customer's relevant currency based account).

Therefore, for every year that the account remains inactive, the Company shall deduct for the first three inactivity periods, the fee of 25 EUR/GBP/USD/CHF (depending on the customer's relevant currency based



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account) per inactivity period and by the end of the fourth inactivity period, the Company shall deduct a yearly inactivity fee of 100EUR/GBP/USD/CHF (depending on the customer's relevant currency based account).

The fee will be discontinued the moment the account is no longer deemed inactive, following new trade order for example. The deductions will be executed until the account balance is zero. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed.

#### Administrative/Maintenance Fee

9.25.1 After 12 consecutive months of non-use ("Annual Inactivity Period"), an administration fee will be deducted from the value of the Customer's trading account. This fee is outlined below and subject to client relevant currency based account: This is to offset the cost incurred in making the service available, even though it may not be used.

Administration Fee: USD Account: \$100/EUR Account: €100/GBP Account: £100/CHF Account: CHF100

9.26 Any account that it has credit balance, it has been open throughout a period of 5 years (60 months) or more and during that period no transactions have been carried out in relation to the account by or on the instructions of the holder of the account, it would be considered by the Company as a 'Dormant Account'.

As soon as an account is identified as Dormant, the Company has the right to contact the customer via e-mail, notifying him that the account will be deleted and the funds will be returned to the origin bank account. Unless the customer contacts the Company within five (5) business days requesting the contrary, the account will be deleted and the funds will be returned to the origin bank account. In the event that the customer contacts the Company, asking for non-deletion of the account then:

- If the customer has already submitted the required documents and completed the KYC process of the Company, then he/she shall be requested to resubmit his/her updated required documents and repeat the KYC Process in order to maintain the account active.
- If the customer has not yet submitted the required documents and he/she did not complete Customer Due Diligence Procedure of the Company, then in order to maintain the account active, he/she shall be requested to submit his/her documents required and complete the KYC process in the next ten (10) business days.



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## MARGIN REQUIREMENTS

9.27 The Margin requirements for different types of Financial Instruments are displayed on the Trading Conditions. However, the Company reserves the right at its sole discretion to determine specific Margin requirements for individual Position, as required.

9.28 The Company's Margin requirement shall apply throughout the term of this Agreement. It is the Customer's responsibility continuously to ensure that sufficient Margin is available on the Account at any time. If, at any time during the term of this Agreement, the Margin available on the Account is insufficient to cover the Margin requirement, the Customer is obliged to reduce the amount of Open Position(s) or transfer adequate funds to the Company. Even if the Customer takes steps to reduce the size of Open Position(s) or to transfer sufficient funds to, the Company may close one, several or all of the Customer's Open Position or part of them at its sole discretion without assuming any responsibility towards the Customer for such action.

9.29 If the Customer has opened more than one Account, the Company is entitled to transfer money from one Account to another, even if such transfer will necessitate the closing of Open Position(s) or other trades on the Account from which the transfer takes place.

9.30 The Customer is specifically made aware that the Margin requirements are subject to change without notice. The Customer acknowledges that the Company will not monitor the Margin requirements on a continuous basis, and the Company shall not inform the Customer as soon as of the amount of any Margin required under this Agreement.

9.31 In addition and without prejudice to any rights to which the Company may be entitled under this Agreement or any Laws and Regulations or any other applicable laws and regulations, the Company shall have a general lien on all Margin or funds held by the Company on the Customer's behalf until the satisfaction of all Customer's obligations.

9.32 The Customer is advised that the Company shall have the right, in addition to any other rights it may have under this Agreement, or under Laws and Regulations in general or any other applicable laws and regulations, to limit the size of the Customer's Open Positions (net or gross) and to refuse orders to establish new Positions, or close Positions, until the Customer deposits extra funds in order to hold a required Margin. The Company will



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inform the Customer as soon as possible regarding such refused Orders and the reason for the refusals. Situations where the Company may exercise such right include, but are not limited to, where: (i) The Company has reason to believe that the Customer may be in possession of Inside Information (as such term is defined under applicable legislation); (ii) The Company considers that there are abnormal trading conditions; (iii) the value of the Customer's Margin falls below the minimum Margin requirement as defined in Website; (iv) the Customer has a ZERO, or negative Balance on any Account, or (v) the Customer's gross exposure in the Account or its Accounts or related Accounts in aggregate exceeds USD 15,000,000, or such amount as may be determined by the Company from time to time at its sole discretion.; or (vi) the Customer's gross exposure in a specific Financial Instrument or CFD exceeds the amount as may be determined by the Company from time to time at its sole discretion.

## **10. COMPANY'S FEES**

10.1 The Company is entitled to receive fees from the Customer for its Investment Services provided as described in the Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said Investment Services. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees and the Customer will be informed of such changes on the Website.

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

10.3 The Company shall have a lien on all the amounts which are deposited in the Accounts and on statements of Financial Instruments of the Customer, to the extent that there remain amounts due by the Customer to the Company. Before the exercise of the said right, which does not require the Customer's consent, the



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Company shall give the Customer notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.

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

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

10.6 Examples and Information on how Spreads and other Costs can affect the Transactions can be found at Company's Costs and Charges document.

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

10.8 The Company may vary such interest rates calculation without notice when changes are to the Customer's advantage, or the grounds for changes are due to external circumstances beyond the Company's control. Such circumstances are: (i) Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Company; (ii) Other changes in the general interest level, including in the money and bond markets; (iii) Changes in the relationship with the Company's counterparties (i.e. liquidity providers), which affect the Company's cost structures.



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

10.10 For currency conversions processed in the Client's FXORO trading account, the Company will charge a Currency Conversion Fee for all trades on instruments denominated in a currency different to the currency of the client's trading account. The Currency Conversion Fee will be equal to 0.8% of the trade's realized profit and loss and will be reflected in the trading account after closing the position. The Client authorizes the Company to subtract the Currency Conversion Fee from his/her Trading Account.

Example:

Client's trading account is denominated in EUR, EUR/USD rate is 1.20500 and APPLE price is 100\$. The Client opens a sell position of 1000 USD APPLE (0.01 lot) and makes a loss of -\$20 (-€16.60). In this example, the Company shall charge a daily Overnight Funding Fee (Swap), for holding the position open after a certain time, and a Currency Conversion Fee. The daily Overnight Funding Fee (Swap) will be -\$0.31 (-€0.25) i.e. 10 contract x Price of \$100 x daily Overnight Funding percentage of -0.0305%. The Currency Conversion Fee will be 0.8% of the client position's net loss i.e.  $(-\$20 - \$0.31) * 0.8\% = -\$0.16$  (-€0.13) Overall Net loss =  $-\$(20+0.31+0.16) = -\$20.47$  (-€16.99)

## 11. COMPANY LIABILITY

11.1 The Company shall conclude transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Customer's Orders and/or from which transactions are carried out on behalf of the Customer, unless to the extent where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

Without derogating from the above, the Company's aggregate liability towards the Customer in respect of claims of the Company's gross negligence, deliberate omission or fraud will be limited to the aggregate amount of the deposits less withdrawals made by the Customer in the relevant Account.



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11.2 The Company shall not be held liable for any loss of opportunity as a result of which the value of the Customer's Financial Instruments could increase or for any reduction in the value of the Customer's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to deliberate omission or fraud by the Company or its employees.

11.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Investment Services and/or in relation to the disposal of the Customer's Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non-fulfillment of any of the Customer's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Customer's responsibility to indemnify the Company for such.

11.4 The Company shall not be held liable for any loss which is the result of deceit in relation to the facts or mistaken judgment or any act done or which the Company has omitted to do, whenever it arose, unless to the extent that such deceit or act or omission is due directly to deliberate omission or fraud by the Company or its employees.

11.5 The Company shall not be held liable for the loss of Financial Instruments and funds of the Customer, including the cases where the Customer's assets are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Customer, of any change in the said information.

11.6 Although the Company takes all reasonable steps and makes such general enquiries from readily available sources to ensure to the best of their ability that the Banks it transacts its business through or in which deposits of customer monies are made, the Company cannot guarantee and therefore accepts no liability for the financial standing of any bank or other regulated financial institution in which such deposits are made and accepts no responsibility in the event of liquidation, receivership or otherwise failure of such bank or institution which leads to a loss of all or any part of the funds deposited with them.

11.7 The Company being a member of the Investor Compensation Fund (the "Fund") provides the Customer with the extra security of receiving compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfill its obligations regardless of whether that obligation



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arises from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. By accepting the Agreement the Customer has read, understood and accepted the information under the title “INVESTORS COMPENSATION FUND” as this information is loaded on the Company’s main website public and available for all Customers.

## 12. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

12.1 This Agreement shall take effect upon the first funding of the Customer’s account, provided that the Company has sent the Customer written confirmation for his acceptance. It shall be valid for an indefinite time period until its termination by virtue of the provisions of Paragraph 13.

12.2 The Agreement may be amended on the following cases:

- i. Unilaterally by the Company if such amendment is necessary following an amendment of the law or if CySEC, the Central Bank of Cyprus or any other regulatory authority issues decisions or binding directives which affect the Agreement. In any such case, the Company shall notify the Customer of the said amendment either in writing or per electronic mail or through its main webpage or through the Trading Platform and the Customer’s consent shall not be required for any such amendment.
- ii. In cases where the amendment of the Agreement is not required as in Paragraph 12.2(i) above, the Company shall notify the Customer of the relevant amendment either in writing (including by sending an email to the email address provided by the customer) or through its main webpage or through the Trading Platform. If objections arise, the Customer may terminate the Agreement within 15 days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Customer shall be completed. Upon expiry of the above deadline without the Customer having raised any objection, it shall be considered that the Customer consents and/or accepts the content of the amendment.

## 13. TERMINATION

13.1 The Customer has the right to terminate the Agreement by giving the Company at least seven (7) days written notice, specifying the date of termination in such, on the condition that in the case of such



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termination, all Customer's Open Positions shall be closed by the date of termination.

13.2 The first day of the notice shall be deemed to be the date such notice has been received by the Company.

13.3 The Company may terminate the Agreement by giving the Customer at least seven (7) days written notice, specifying the date of termination therein.

13.4 The Company may terminate the Agreement immediately without giving 7 days notice in the following cases:

i. Death of the Customer;

ii. If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Customer are taken;

iii. Such termination is required by any competent regulatory authority or body;

iv. The Customer violates any provision of the Agreement and or internal procedures (such as refusal of face to face meeting) and in the Company's opinion the Agreement cannot be implemented;

v. The customer violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;

vi. The Customer involves the Company directly or indirectly in any type of fraud.

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

i. Any pending fee of the Company and any other amount payable to the Company;

ii. Any charge and additional expenses incurred or to be incurred by the Company as a result of the



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termination of the Agreement;

iii. Any damages which arose during the arrangement or settlement of pending obligations.

13.6 In case of breach by the Customer of Paragraphs 13.4v and 13.4 vi., the Company reserves the right to reverse all previous transactions which places the Company's interests and/or all or any its Customers interests at risk before terminating the agreement.

13.7 Investment products contained on this website are not available and information in respect to them may not be distributed to persons resident in any territory where such distribution would be contrary to local law or regulations. In particular, the information or investment products and offers set out in the website of the company is not directed to the United States. US citizens (as defined in Regulation S under the US Securities Act 1933) and persons resident in the US may not use this website. Information from this website may not be distributed or redistributed into the United States or into any jurisdiction where it is not permitted. In addition the company may restrict and or decline account opening applications in cases where its internal policies and procedure are not fully fulfilled and or satisfied.

13.8 Upon termination of the Agreement, the Company shall immediately hand over to the Customer the Customer's assets in its possession, provided that the Company shall be entitled to keep such Customer's assets as necessary to close positions which have already been opened and/or pay any pending obligations of the Customer, including, without limitation, the payment of any amount which the Customer owes to the Company under the Agreement.

## 14. ACKNOWLEDGEMENTS OF RISKS

CFDs are intricate leverages financial assets. Trading Forex, Commodity, Indexes and Shares based on CFDs, or any other underlying instruments (Company's Products) implies a high degree of risk and can lead to the loss of your investment. Because of such, CFDs may not be the ideal investment for everyone. The high rate of leverage that is available to CFD traders can work for or against you. You should only invest money that you can afford to lose. The Services offered by the Company are suitable only for clients who have a sufficient level of knowledge and experience, to understand the characteristics of the CFDs. Is at the Company's absolute discretion if a customer does not meet the criteria of the Company's target market, to reject the application of



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opening an account and/or terminate the present client's agreement, as per Paragraph 13 of the Terms and Conditions.

14.1 The Customer unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may be reduced to zero value.

14.2 The Customer unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument via the Company and through the Trading platform and accepts and declares that he is willing to undertake this risk.

14.3 The Customer declares that he has read, understands and unreservedly accepts the following:

i. Information of the previous performance of a Financial Instrument does not guarantee 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.

ii. When a Financial Instrument is traded in a currency other than the currency of the Customer's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.

iii. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Customer's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

iv. The Customer must not purchase Financial Instruments unless he is willing to undertake the risks of losing in its entirety all the money which he has invested and also will be liable for any additional commissions and other expenses incurred.

14.4 The Services provided under the Terms and Conditions of this Agreement are only suitable for customers who understand the risk and have the experience in taking risks involved utilizing the Financial Instruments offered by the Company.



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14.5 The Customer acknowledges and accepts that there may be other risks which are not contained in this Paragraph 14 and that he has read and accepted all information under the title “RISK WARNING NOTICE” this information is loaded on the Company’s webpage public and available to all Customers.

#### **14.6 RISKS RELATING TO FINANCIAL INSTRUMENTS UNDERLINED BY CRYPTOCURRENCIES**

- i. The Company may, at its sole discretion, offer financial instruments on cryptocurrencies for trading on its Online Trading Platform. You hereby acknowledge that Cryptocurrencies (as defined in Section 1 of this Agreement) and/or Cryptocurrency CFDs are not recognized as Financial Instruments for the purposes of MiFID and/or any other EU Regulation and therefore fall outside the scope of the Company’s regulated investment services.
- ii. Furthermore, clients are not entitled to receive compensation and/or security from the Investor Compensation Fund relating to any services related to Cryptocurrencies and/or Cryptocurrency CFDs nor are entitled to report/address any complaints relating with trading in CFDs in Cryptocurrencies, to the Financial Ombudsman of Cyprus.
- iii. The prices of Cryptocurrencies as well as CFDs based on such prices, are highly volatile, may fluctuate rapidly, widely, irrespective of the overall market conditions and may result in loss of all the invested capital over a short period of time.
- iv. The Customer acknowledges and accepts that there may be other risks which are not contained in this Paragraph 14.6 and that he has read and accepted all information under the titles “Risk Warning Notice” this information is loaded on the Company’s webpage public and available to all Customers.

### **15. RELATIONSHIP BETWEEN THE COMPANY AND THE CUSTOMER**

15.1 The Company reserves the right to use, employ or appoint third qualified and duly trained persons for the purpose of mediating in the execution of orders and the conclusion of transactions for the Customer.

15.2 The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand itself and its associated persons and customers and on the other hand, its Customers. However, the Company draws the Customer’s attention to the following



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possibilities of a conflict of interest.

i. The Company and/or any associated company and/or any company which is a member of the group of companies to which the Company belongs to, might:

(a) Enter itself into an agreement with the Customer in order to execute his Order;

(b) Be an issuer of the underlying assets and/or future contract on which the Financial Instruments in which the Customer wishes to conclude a transaction is based;

(c) Act on its behalf and/or for another customer as purchase and/or seller and/or may have an interest in the underlying assets and/or future contract on which the Financial Instruments of the issuer in which the Customer wishes to conclude a transaction is based;

(d) Act as an agent, and/or have any trading or other relationship with any issuer of the underlying assets and/or future contract on which the Financial Instrument is based;

(e) Pay a fee to third persons who either recommended the Customer to the Company or who mediated in any way so that the Customer's Orders are forwarded to the Company for execution.

ii. The Company may execute different orders (even contrary to one another) on behalf of different customers.

iii. The Company may mitigate the risk associated with the Customer's transactions with, and obtain coverage for such risk from another Company.

15.3 Customer warrants that he has read and accepts the "Conflicts of Interest Policy" that the Company has adopted. This policy is uploaded and is mentioned in detail in the Company's main website public and available to all Customers.

## 16. CONFIDENTIALITY AND DATA PROTECTION

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FXORO is a brand name used by MCA Intelifunds Ltd which is authorized and regulated by the Cyprus Securities and Exchange Commission as a Cyprus Investment Firm (CIF) with License No. 126/10.

16.1 The Company, as the controller of your personal data shall process your personal data during and after your relationship with us, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and other applicable data protection laws, as amended from time to time.

16.2 We will process your personal data for the purposes of (i) providing our services to you, (ii) providing you with information about us and our services and improving our services from time to time, (iii) maintaining our IT systems, including our administrative and client management systems, (iv) complying with any requirement of law and/or regulation and/or of any competent authority or professional body (where applicable) of which we are a member.

16.3 You acknowledge that we shall store your personal data (and records of your dealings with us) for as long as your Account is active and registered with us / we are providing the services to you and/or as required under applicable law.

16.4 Further details of how we process personal data including inter-alia our lawful basis of processing personal data, rights of the data subject and principles and information in respect of transfers of personal data are specified in our Privacy Policy available on our Website.

## 17. INTRODUCING BROKER

17.1 THE COMPANY AND INTRODUCING BROKER ARE WHOLLY SEPARATE AND INDEPENDENT FROM ONE ANOTHER. THE CUSTOMER AGREEMENT WITH THE COMPANY AND THE INTRODUCING BROKER DOES NOT ESTABLISH A JOINT VENTURE OR PARTNERSHIP AND THE INTRODUCING BROKER IS NOT AN AGENT OR AN EMPLOYEE OF THE COMPANY.

17.2 The Customer may have been referred to the Company by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Customer and the Customer's Introducing Broker. The Customer acknowledges that any such Introducing Broker will be acting solely as an independent intermediary and that no such Introducing Broker will be authorized to make any representations concerning the Company or the Company's services nor shall it be authorized to take any obligations in the name of the Company.



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17.3 The Company does not endorse or vouch for the services provided by the Introducing Broker, nor does it imply that the Introducing Broker holds any license for his services, if such license is required. Since the Introducing Broker is not an employee or an agent of the Company, it is the Customer's responsibility to perform necessary due diligence on the Introducing Agent prior to using any of their services.

17.4 The Company does not control and cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future from Introducing Broker or from any third party not employed by the Company regarding foreign currency or exchange trading or other services provided by the company or the risks involved in such trading or in such services.

17.5 The Company provides risk disclosure information to all new Customers when they open an account. Customer should read that information carefully and should not rely on any information to the contrary from any other source, including Introducing Brokers. If Introducing Broker or any other third party provides Customer with information or advice regarding foreign exchange trading or any of the services provided by the Company (including, without limitations, by courses, programs, research or written or oral recommendations), the Company shall not be responsible for any loss to Customer resulting from Customers use of such information or advice.

17.6 Customer understands and agrees that if an Account with the Company is introduced by Introducing Broker that Introducing Broker may have access to certain personal information of the Customer as well as certain information concerning the Customer's trading, depositing and withdrawal activity. By clicking on "Accept and Continue" on the registration page, the Customer acknowledges and agrees that if the Customer was introduced by an Introducing Broker, the relevant introducer may also be remunerated by the Company in respect to the Customer's trading activity on the Trading Platform.

## 18. TRIAL (DEMO) ACCOUNTS

18.1 Interested Persons can be provided with a Trial Account which includes an initial predetermined margin funded by the Company that can be used as a trial of certain Services provided by the Company, as per Company's Trading Conditions.



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18.2 Any amount of money funded by the Company in the Trial Account is provided for the sole purpose of Trading and cannot be withdrawn by the Interested Person. Trading shall be made according to the Company's Trading Conditions.

18.3 Trial Accounts shall be available to Interested Persons who are not yet Customers of the Company and it shall be provided once per household and/or IP Address.

18.4 The Trial Account and any actions performed on the Trial Account, may expire 7 calendric days after the first transaction opened by the Interested Person. In the case of the expiration of the Trial Account, any excess (any amount above the amount funded by the Company not used as margin) which shall remain in the Trial Account upon its expiration can be either transferred to the Interested Person's Trading Account if applicable, or withdrawn by the Interested Person's, subject to standard transfer fees, as applicable. Any excess not transferred or withdrawn shall be deemed as waived by the Interested Person and shall be removed. In case the Interested Person would like to withdraw the excess from his Trial Account before or upon its expiration, he will be required to register as a Customer of the Company and complete Company's KYC Process as described in paragraph 4.4 above. In case the Customer makes a withdrawal, the use of the trading benefit shall be considered to be materialized.

18.5 The Interested Person agrees not to maintain two or more Trial Accounts with the Company, in order to get unfair advantages and/or multiple benefits and/or trading benefits/offers provided by the Company, and/or act in any fraudulent way. In such a case and/or in any case the Company suspects that the customer acts in a fraudulent way the Company may, at its sole discretion, reverse all related trades and/or close any Open Positions and/or close any or all trial and/or live accounts of the Interested Person and/or terminate this Agreement immediately under paragraph 13.4 iv and/or refuse to give to the Interested Person any benefits and/or trading benefits/offers, and/or take any measures whatsoever at Company's absolute discretion.

18.6 The Interested Person agrees that the amount funded to him by the Company might be removed in full by the Company from the Interested Person's Trial Account, at any time at Company's absolute discretion.

18.7 The Interested Person further agrees and accepts that the Company has the right to refuse providing any Trial Account to any Interested Person, for any reason whatsoever, at Company's absolute discretion.

## 19. CONFIDENTIAL INFORMATION



FXORO is a brand name used by MCA Intelifunds Ltd which is authorized and regulated by the Cyprus Securities and Exchange Commission as a Cyprus Investment Firm (CIF) with License No. 126/10.

19.1 The Company shall have no obligation to disclose to the Customer any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Customer, unless otherwise expressly cited in this Agreement and where this is imposed by the relevant Laws and Regulations and Directives in force.

19.2 The Company has the right, without informing the Customer beforehand, to disclose such details of the Customer's transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by law or with any Company obligation to proceed to the said disclosure to any person.

19.3 The Company will handle all of Customer's personal data according to the relevant Laws and Regulations for the protection of Personal Data.

19.4 Customer has read and accepts the terms of the "PRIVACY POLICY" that the Company has adopted as this policy is mentioned in detail in the Company's main website public and available to all Customers.

## 20. NOTICES/COMMUNICATION

20.1 Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Customer under the Agreement shall be in writing and shall be sent to the Company's mailing address which appears on the first page of the Agreement or to any other address which the Company may from time to time specify to the Customer for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

20.2 The Agreement is personal to the Customer who does not have the right to assign or transfer any of his rights and/or obligations hereunder.

20.3 The Company may, at any time, assign and/or transfer to any legal or natural person any of its rights and/or obligations as they arise or are provided for in the Agreement.



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20.4 Without prejudice to the provisions of this Section 18, all communication or information or notices shall always be provided by the Company to the Customer solely via means other than on paper which may include electronic communication means including but not limited to the e-mail address provided by the Customer during the registration process or via the Website or via the Trading Platform. The information specified in Appendix A attached to this Agreement shall be provided to the Customer via communication means other than paper.

20.5 By clicking “Accept and Continue” on the registration page, the Customer is consenting for the information specified under points 1, 3, 4, 5, 6 and 9 in Appendix A of this Agreement to be provided to the Customer through the Website, as this may be changed from time to time in which case the Customer will be notified. It is agreed and understood that the information specified in points 1, 3, 4, 5, 6 and 9 in Appendix A of this Agreement will not be addressed personally to the Customer.

20.6. Should the Customer wish to receive any of the information specified in the Appendix A of this Agreement on paper, the Customer must specifically request this from the Company in writing. The Company shall commence providing the information specified in the Appendix A of this Agreement on paper within seven (7) Working Days from actual receipt of the Customer’s request.

20.7 It is the Customer responsibility to inform the Company of any change to Customer’s email address (or any other relevant personal information), the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

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

## 21. GENERAL PROVISIONS

21.1 The Customer acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.



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21.2 The Customer shall use the Trading Platform in accordance with the license and the restrictions set out in the Trading Platform's End User License Agreement.

21.3 If the Customer is more than one person, the Customer's obligations under the Agreement shall be joined and several and any reference in the Agreement to the Customer shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Customer shall be deemed to have been given to all the persons who form the Customer. Any Order given by one of the persons who form the Customer shall be deemed to have been given by all the persons who form the Customer.

21.4 The offering of Services may not be legal in some jurisdictions. The client understands and accepts that the Company is unable to provide the Client with any legal advice or assurances in respect of the Client's use of the Services and the Company makes no representations whatsoever as to the legality of the Services in the Client's jurisdiction. It is the Client's obligation to verify the relevant laws in the Client's jurisdiction before registering with the Website, applying for an Account and using the Services or Trading Platform.

21.5 In case any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

21.6 All transactions on behalf of the Customer shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of the Cyprus Securities and Exchange Commission (CySEC), the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Customer.

21.7 The Customer shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfill its obligations



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under the Agreement.

21.8 The Customer undertakes to pay all stamp expenses relating to the Agreement and any documentation which may be required for the execution of the transactions under the Agreement.

21.9 The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments conducted by the Company and other information regarding the activity of the Company are accessible and addressed to any natural persons and legal entities at the Company's main Website over the Internet.

21.10 The Customer's use of the Website is subject to the Website's Terms of Use which are available in the Website and constitute an integral part of this Agreement.

21.11 The Company maintains effective and transparent procedures for reasonable prompt complaint handling for existing and potential retail Customers. The purpose of this procedure is to ensure fair and consistent dealing with customer complaints whilst striving to provide the highest level of customer service.

By accepting these terms and conditions the Customer is accepting that he has read, understood and accepted all the information contained in the Company's "CUSTOMERS' COMPLAINTS PROCEDURE". The "CUSTOMERS' COMPLAINTS PROCEDURE", is contained on the Company's main website and is public and available to all Customers.

## 22. TERMS AND TERMINATION

The company will be allowed to terminate the business relationship at any time by notice to customer. As of termination, customer shall not be able to carry out new transactions. The company has the right to terminate the business relationship, without prior notice if: a) a breach of the present terms and conditions occurs; and/or b) the company has reasonable grounds to believe a misuse of the services provided. All deposited funds will returned to customer, in the same bank account from which they originated.

## 23. APPLICABLE LAW, JURISDICTION



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This Agreement and all transactional relations between the Customer and the Company are governed by the Laws of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.

## 24. COMPLIANCE WITH LAWS

The offering of the Services may not be legal in some jurisdictions. The customer understands and accepts that the Company is unable to provide him with any legal advice or assurances in respect of the use of the Services and the Company makes no representations whatsoever as to the legality of the Services in customer's jurisdiction.

The Services are not available where they are illegal to use, and the Company reserves the right to refuse and/or cancel services to anyone at its own discretion.

For avoidance of doubt, the ability to access Company's Web site does not necessarily mean that the Services, and/or the activities through it, are legal under the laws, regulations or directives relevant to customer's country of residency and it is of the Customer's duty to make sure that it can use the Company's services under its applicable laws.

## 25. APPROPRIATENESS TEST AND ELIGIBILITY OF CLIENTS TO TRADE CFD LEVERAGED PRODUCTS.

As per the Company's Product Governance policy, in order to classify clients' experience in trading in complex financial instruments like CFDs, each client needs to complete the Company's appropriateness test by answering an online questionnaire. According to client's answers on the aforesaid questionnaire, the Company can identify his knowledge and experience and therefore can provide the suitable leverage ratio for each client separately, and as per the latest guidelines of European Securities and Markets Authority (ESMA) dated on 1st of August 2018 as below:

The new measures have changed the existing settings of retail clients' accounts regarding margin and leverage, as follows:

- 30:1 for major currency pairs
- 20:1 for non-major currency pairs, gold and major indices



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

Furthermore, through the questionnaire the Company can also identify client's economic profile, in order to prevent any money laundering and terrorist financing matters.

Consequently, according to their experience the Company categorizes the clients as indicated below.

### **Retail Clients:**

For retail clients, regulation prescribes the leverage limit, which cannot exceed a default level of 1:30. In general, the Company classifies Retail Clients as follows:

#### **a. Experienced Retail Clients:**

Clients that demonstrate satisfactory knowledge and experience in trading in complex financial instruments like CFDs, based on the information provided during the account opening process.



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**b. Less Experienced Retail Clients:**

Clients that, based on the information provided during their account opening, they possess a certain level of knowledge and experience in trading in complex financial instruments like CFDs and to whom trading is enabled only after they can demonstrate that they have familiarised themselves with trading leveraged instruments and they have received relevant education and extensive risk warnings which they acknowledge, accept and consent to. Such Clients may be offered a demo account for a certain period of time before opening a real trading account after which they may be required to retake the appropriateness test.

**Professional Clients:**

Professional Clients are able to trade with higher leverage. The Company offers Professional Clients the option to select a higher leverage ratio, based on the underlying instruments and the Company's Leverage Policy.

In order to be categorized as Professional, the client must meet at least 2 out of 3 below criteria:

a. Sufficient trading activity in the last 12 months:

The client should have carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters (with FXORO and/or other providers). Relevant market – OTC Derivatives such as Leveraged CFDs, Forex, Spread Betting.

b. Relevant experience in the financial services sector:

The client work or have worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged. The client should state the financial sector, his role in the industry and the name of the Company through which he gained his experience.

c. Financial instrument portfolio of over €500,000 (including cash saving and financial instruments):

Financial instruments portfolio includes shares, derivatives (only cash deposits made to fund/profits realised from investing in derivatives), debt instruments and cash deposits. It does not include property portfolios, direct commodity ownership or notional values of leveraged instruments.



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**Where we treat you as a Professional Client, you will be entitled to fewer protections under the Law, than you would be entitled to as a Retail client.** In particular:

- a. you will be given fewer information disclosures with regard to FXORO, its services, products and financial instruments such as Contracts for Difference (“CFDs”) (for example on costs, commissions, fees and charges, information on risks associated with CFDs or any other particular product);
- b. where we assess whether a product or service is appropriate for you, we can assume that you have the necessary level of knowledge and experience to understand the risks involved in it, including for CFDs the risks involved in trading with leverage / margin;
- c. when providing you with Best Execution we are not required to prioritize the overall costs of the transaction as being the most important factor in achieving Best Execution for you;
- d. we do not need to inform you of material difficulties relevant to the proper carrying out of your order(s) promptly;
- e. should we provide you with periodic statements, we are not required to provide them as frequently or as detailed as for Retail Clients;
- f. you will not be entitled to compensation under the Investor Compensation Fund for clients of Cypriot Investment Firms, as available for Retail Clients.

In order to ensure strict compliance with the Company’s internal procedures and guidelines regarding the provision of appropriate leverage to clients as per their knowledge and experience, on a weekly basis dedicated Back Office personnel extracts a list from the Trading Platform/MT4 and Customer Relationship Management (CRM) system, in order to check the accuracy of the Scoring Test and ensure that the clients are receiving the correct leverage ratio based on their knowledge and experience.

The Compliance Department also regularly checks the accuracy of the scoring test by performing tests on the website and the Company keeps records and the appropriate communication with all the clients that requested higher or lower leverage ratio after it performed enhanced review on the clients completed questionnaire.



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## 26. FACE TO FACE MEETINGS

We abide by the general rule that all clients must be subject to the full range of client due diligence, henceforth a face-to-face interview with a potential or existing client may be requested by the Company as part of the identification and verification procedures and in order to better understand the nature of the client's business.

Cases where the Company may request a face to face meeting with a client or potential client shall be among others the following:

1. Clients that pose higher money laundering or terrorist financing risks;
2. Suspicious behavior or activities;
3. In cases of periodic review and as part of enhanced due diligence;
4. Failure of the client to provide the required documentation and/or information;
5. The client provides wrong or misleading information (i.e. wrong telephone number etc.);
6. Where the company is trying to contact the client though unsuccessfully;
7. The client or potential client introduces VPN (virtual private network);
8. Any other reason deemed by the Company as necessary to facilitate a face to face meeting with the client i.e. random basis check of clients.

The interview may take place at the Company's offices or at the client's place of residence. The Company retains the right to send representative were proportionally so as to facilitate the Face to Face meeting. The representative shall be appointed and authorized by the Company.

In cases where clients or potential clients refuse to facilitate such meetings the Company reserves the right to cancel the client on-boarding application or freeze the trading account of the client until the client agrees to the completion of enhanced due diligence measures.

In cases that the client repeatedly refuses to verify his or her identity the Company shall close all open positions of the client, send all initial deposits (minus any losses and applicable fees) back to the originating source so as to prevent any type of electronic fraud and shall terminate the business relationship and reverse any transactions.



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In cases where the client comply with the request of enhance due diligence and face to face meeting the company shall not to impose any restrictions on the trading activity of the client.

## 27. AFFILIATES

26.1 The Client may have been referred to the Company by an Affiliate. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Affiliate. The Client acknowledges that any such Affiliate will be acting solely as an independent intermediary and that no such Affiliate will be authorized to make any representations concerning the Company or the Company's services nor shall it be authorized to take any obligations in the name of the Company. It is also made clear that Affiliates are not authorized to bind the Company in any way, to offer credit in Company's name, to offer guarantees against losses, to offer investment services or legal, investment or tax advice in Company's name or collect clients' funds.

26.2 The Company provides risk disclosure information to all new Clients when they open an account. Client should read that information carefully and should not rely on any on information to the contrary from any other source, including Affiliates. The Company shall not be held responsible for any loss to Client resulting from Clients use of such information or advice.

26.3 By accepting the Client Agreement the Client acknowledges and agrees that if the Client was introduced by an Affiliate, introductory one off fees might be paid to such Affiliate, taking into consideration the amount and the quality of the total clients introduced to the Company by the Affiliate. Further information can be found on the Company's website, on the [affiliates program](#).

## Appendix A

### 1. The present Agreement.



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2. Information concerning the Customer Categorization Policy, including information on the Customer's right to request a different classification and about any limitations to the level of Customer protection that it would entail.
3. Information about the Company and its services, such as:
  - a) The name and address of the Company, and the contact details necessary to enable the Customer to communicate effectively with the Company;
  - b) The languages in which the Customer may communicate with the Company, and receive documents and other information from the Company;
  - c) The methods of communication to be used between the Company and the Customer including, where relevant, those for the sending and reception of orders;
  - d) A statement of the fact that the Company is authorized and the name and contact address of the competent authority that has authorized it;
  - e) Where the Company may be acting through a tied agent, a statement of this fact specifying the European Member State in which that agent is registered;
  - f) The nature, frequency and timing of the reports on the performance of the service to be provided by the Company to the Customer;
  - g) where the Company holds Customer financial instruments or funds, a summary description of the steps which it takes to ensure their protection, including summary details of any relevant investor compensation or deposit guarantee scheme which applies to the Company by virtue of its activities in the Republic of Cyprus or in other European Member State;
  - h) The general nature or/and sources of any conflicts of interest of the Company;
  - i) Information regarding the conflicts of interest policy maintained by the Company.
4. General description of the nature and risks of the Financial Instruments offered by the Company.
5. Other information concerning the safeguarding of Customer Financial Instruments or funds.



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6. Information about costs and associated charges for the services offered to the Customer.
7. Notices or information concerning the execution of the Customer's Orders.
8. Periodic statements of Financial Instruments or funds which are held by the Company on behalf of the Customer.
9. Information in relation to the Company's execution policy.
10. Information in relation to the Company's Complaints' Procedure.



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