

**Client**

Agreement



## 1. Introduction

XProGlobal is a brand, (hereinafter referred to as “**the Company**” or “**us**” or “**we**”.

### Parties to the Agreement

- 2.1 This Agreement is entered by and between the Company on one part and the Client (hereinafter “**the Client**” or “**you**” or “**your**”, “**they**”, “**them**”, or “**their**”), who has completed the Account Opening Application Form and has been accepted by the Company as a Client.
- 2.2 The Client ensures that they have taken sufficient time to read the Agreement as well as any other additional documentation and/or information available to the Client and/or prospective Client via the Company’s official website [www.XProGlobal.com](http://www.XProGlobal.com) , prior to the opening of an account and/or carrying out any activity and/or any transactions with the Company.
- 2.3 The Client hereby expressly acknowledges and agrees that by clicking on the appropriate space referring to the acceptance of this Agreement through their online application form, the Client is entering into a legally binding contract between themselves and the Company, and that the Client fully acknowledges and agrees to abide by and to be bound by all the Terms and Conditions set out to this Agreement, as they may apply to them.

## 2. Interpretation of Terms

3.1 In this Agreement:

“**Access Data**” shall mean the Login Details and Password of the Client, and/or any other information that are required to have access on and use the Platform(s), the telephone password which is required so as to place Orders over the phone and any other secret and/or private codes issues by the Company to the Client.

“**Account Opening Application**” shall mean the application form completed by the Client online in order to apply for the Company’s Services under this Agreement.

“**Affiliate**” shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly is under common control with the Company, and/or any entity related to the Company; “control” shall mean the power to direct or the presence of ground to manage the affairs of the Company, or the Company managing its affairs.

“**Agreement**” shall mean this Client Agreement and/or Terms and Conditions alongside with all related Legal Documentation which is uploaded on the Company’s Official Website as amended from time to time.

“**Applicable Regulations**” shall mean:

- a) Regulations of the FSC and/or any other rules of a relevant authority having powers over the Company.
- b) The Rules of the relevant market.
- c) Any other applicable laws, rules and regulations.

“**Ask**” shall mean the minimum price that the Company is willing to receive from the Client for the purchase of a financial instrument.

“**Authorized Representative**” shall mean the person to which Paragraph 12.2 of this

Agreement refers to.

**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Best Execution Policy”** shall mean the Company’s policy available at the Company’s official website and as amended from time to time, under that name, regarding best execution when executing client orders.

**“Bid”** shall mean the lower price in a Quote at which the Client may sell.

**“Business Day”** shall mean any day the Company is open for business, other than any International Holidays.

**“CFD Contract”** or **“CFD”** shall mean a contract which is for difference by reference to fluctuations in the price of the relevant security or index.

**“Client Account”** shall mean the unique personalized account of the Client, consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the client funds and any Deposit/Withdrawal transactions of the Client funds.

**“Closed Position”** shall mean the opposite of an Open Position.

**“Completed Transaction”** in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

**“Contract for Difference (CFD)”** shall a contract, which is a contract for differences in reference to variations in the price of an Underlying Asset. A CFD is a financial instrument.

**“Conflict of Interests Policy”** shall mean the Company’s policy under that name, which is available on the Company’s website and as amended from time to time.

**“Contract Specifications”** shall mean the principal trading terms in CFD (such as Spreads, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, any other charges etc), for each type of CFD as determined by the Company from time to time.

**“Currency of the Client Account”** shall mean the currency that the Client Account is denominated in, which may be USD or EUR, or any other currency as offered by the Company from time to time.

**“Currency Pair”** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**“Equity”** shall mean the Balance, plus or minus, and Floating Profit or Loss which derives from an Open Position and shall be calculated as: Equity= Balance+ Credit + Floating ProfitFloating Loss.

**“Essential Details”** shall mean the required details in order for the Company to be able to place the Order, for example but not limited to, the type of Financial Instrument, the type of Order, type of Underlying Asset, if Client places a Pending Order (limit or stop), the Client will indicate the intended price in which the Order will go in the market and any Stop Loss or Take Profit etc.

**“Event of Default”** shall have the meaning given in paragraph 15.1 of the Client Agreement.

**“Expert Advisor (EA)”** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform, to automatically adjusting stop loss, trailing stops and take profit levels. The Company does not provide such a feature for clients and any use of such is prohibited. EA also refers to automatically copying trades from other traders, brokers and/or trading automatically via third party Signal Providers and/or using any kind of automated trading systems. The Company may, at its sole discretion, cancel and/or suspend any Client Account upon suspicion or identification of the use of any such automated trading systems.

**“Financial Instrument”** shall mean the Financial Instruments under the Company’s license.

**“Floating Profit/Loss”** in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes.

**“Force Majeure Event”** shall have the meaning as set out in Paragraph 27.1 of this Agreement

**“Free Margin”** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an open position. Free margin shall be calculated as Equity minus Necessary Margin (Free Margin= Equity-Necessary Margin).

**“Hedged Margin”** shall mean the necessary margin required by the Company so as to open and maintain matched positions.

**“Initial Margin”** shall mean the necessary margin required by the Company to open a position.

**“Introducing Broker (IB)”** shall mean any person or legal entity which is remunerated by the Company and/or its clients for referral of clients to the Company and/or for provision of advice to such Clients and/or execution of such Client’s transactions towards the Company.

**“Leverage”** means a ratio in respect of Transaction Size an Initial Margin. For example, 1:500 ratio means that in order to open a position, the Initial Margin is five hundred times less than the Transaction’s Size.

**“Long Position”** means a buy position that appreciates in value if underlying

market prices increase.

**“Lot”** means a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**“Lot Size”** means the number of Underlying Assets in one Lot in a CFD. The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, at its absolute discretion and as defined from time to time in the Contract Specifications and/or the Company’s Official Website.

**“Margin”** shall mean the necessary guaranteed funds in order to open or maintain Open Positions in a CFD transaction.

**“Margin Call”** shall mean the situation when the Company informs the Client to deposit additional margin when the Client does not have enough margin to open or maintain open positions.

**“Margin Level”** means the percentage of Equity to Necessary Margin ratio. It is calculated as follows:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

**“Margin Trading”** shall mean leverage trading when the Client may make transactions having less funds on the Client Account in comparison with the Transaction Size.

**“Matched Positions”** shall mean long and short positions of the same Transaction Size opened on the Client Account for the same CFD.

**“Necessary Margin”** for CFD trading shall mean the necessary margin required by the Company to maintain open positions.

**“Normal Market Size”** means the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

**“Open Position”** shall mean any open position contract (sell and/or buy), which has not been closed. It may be a long or a short position which is not a Completed Transaction.

**“Order”** means an instruction from the client to trade in CFDs as the case may be.

**“Platform”** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

**“Politically Exposed Person (PEP)”** means:

- a) Natural Persons who are or have been entrusted with prominent public functions, which means: Heads of State, Heads of government, Ministers and Deputy or Assistant Ministers; Members of Parliaments; Members of Supreme Courts, of Constitutional Courts or of other high- level Judicial Bodies whose decisions are not subject to further appeal, excluding exceptional circumstances; Members of Courts of Auditors or of the Boards of Central Banks; Ambassadors, Chargés d’Affaires and High-ranking Officers in the armed forces; Members of the Administrative, Management or Supervisory Bodies of State- owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking

or more junior officials. Furthermore, where a person has ceased to be entrusted with a prominent public function

within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.

- b) The immediate family members of such persons as set out under definition a, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.
- c) Persons known to be close associates of such persons as set out under definition a, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition a; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition a.

**“Order Level”** shall mean the price indicated in the Order.

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

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

**“Quote Base”** shall mean Quotes Flow information stored on the Server.

**“Quotes Flow”** shall mean the stream of Quotes in the Platform for each CFD.

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

**“Short Position”** shall mean a sell position that appreciates in value if underlying market prices fall.

**“Slippage”** shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

**“Spread”** shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

**“Swap or Rollover”** shall mean the interest added or deducted for holding a position open overnight.

**“Swap Free Client Account”** is a type of Client Account available for CFD and shall have the meaning set out in paragraph 44.

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

**“Transaction”** shall mean transaction of the Client in a CFD.

**“Transaction Size”** shall mean Lot Size multiplied by number of Lots.

**“Underlying Asset”** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**“Website”** shall mean the Company’s official website at [www.XProGlobal.com](http://www.XProGlobal.com).

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

3.3 Paragraph headings are for the ease of reference only.

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

#### 4. Application and Commencement

4.1 After the Client fills in and submits the Account Opening Application Form, together with all required identification documentation required by the Company for its own internal checks and compliance with all relevant laws and regulations, the Company will send the Client a notice informing them whether they have been accepted as a Client of the Company. It is understood that the Company is not to be required, and may be unable under Applicable Regulations, to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence measures whenever it deems necessary.

4.2 The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company’s Client or that a Trading Account has been opened for him.

4.3 The Client has the right to cancel the Agreement by giving the Company notice in writing within the first fourteen (14) days of the Client’s account activation. The Company will return to the Client any amount the Client transferred to the Company, subject to Client not having entered into any trades via the Company’s Platform(s).

4.4 Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the “Termination” section of this document.

#### 5. Suitability and Appropriateness

5.1 The Client hereby expressly acknowledges that CFD products in which Clients deal with through the Services provided by the Company, are not intended to be presented by the Company as suitable for the Client, and any comment or statement which may be made by the Company or any employee or agent or representative of the Company, including affiliates, regarding such CFDs or any research disseminated by the Company, should under no circumstances be considered to be an Investment Advice and should not be received or relied upon as such.

5.2 As the Company is acting on execution only basis, when Clients submit their Orders, the Client acknowledges they are solely responsible for making their own independent appraisal and investigations into the risks of the Transaction. The Client represents they have sufficient knowledge, understanding and experience to make their own evaluation of the merits and risks of any transaction, including a risk of losing all of their invested capital. The Company



will give its Clients no warranty as to the suitability of the CFDs traded under this Agreement and neither have or assume any fiduciary duty in the Company's relations with its Clients.

## 6. Leverage

6.1 By entering into this Agreement, Client acknowledges, accepts and agrees that they understand the concepts of Leverage.

6.2 Trading on leveraged capital, means the Client can make trades with values that are significantly higher than the funds they actually invest, which only serve as the Clients Margin. High leverage can significantly increase the potential return, but equally it can also significantly increase potential losses. The leverage is specified as a ration such as 1:100, 1:200, 1:300, 1:400, 1:500 and 1:1000, or such other ratio that the Company may introduce from time to time.

6.3 The Company reserves the right to apply leverage rations to a particular asset class or part thereof (e.g the Commodities asset class) and not to individual financial instruments within such asset class.

6.4 Notwithstanding the provisions set out above, the Company may restrict the default and/or any selected Leverage ratios at any time and without notice, if the Company considers this to be in the Client's interests or if the Company's risk management finds it fit according to the Client's individual circumstances and trading behavior, or the Company considers it necessary having regard to prevailing or expected market conditions and volatility.

6.5 Whist the Company will endeavor to give the Client reasonable prior notice of any action described in clause 6.4, the Client acknowledges and agrees that, especially at times of increased actual or expected market volatility caused by either foreseen or unforeseen political and economic events, the Company may proceed to such changes whilst notifying the Client of these only at the same time such change is implemented.

## 7. Services

7.1 The Company offers the Client, on an execution-only basis, access to trading a number of instruments in the form of CFDs (also referred to as "Leveraged Products). The detailed descriptions of the instruments the Company offers, and the contract specifications can be found on the Company's official Website.

7.2 The Company will act as "Matched-Principal" at all times in relation to the Client's trades and it will be done on a non-advised basis.

7.3 Trading with the Company involves the provision of the following investment services from the Company to the Client, subject to the Client's obligations under the Agreement being fulfilled:

- a) Reception and Transmission of Orders of the Client in Financial Instruments as offered by the Company from time to time.
- b) Execution of Orders in Financial Instruments, as offered by the Company from time to time.
- c) Cash/Collateral Management, according to paragraph 16 hereinafter.
- d) Foreign Currency Services provided that they are associated with the provision of Reception and Transmission of Orders as set out in Paragraph

7.3 (a).

7.4 It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

7.5 It is understood that, when trading in CFDs, the Company shall not hold any Financial Instruments of the Client and shall not be providing safekeeping and administration of Financial Instruments for the Account of the Client or custodianship.

7.6 The Client understands that CFDs are derivative products, and therefore the Client is not entitled to own any underlying instrument/asset. The Client also understands that no physical delivery of any underlying asset shall occur.

- 7.7 The Client accepts that the Company is the only execution venue in relation to their trading activity under the Agreement. Although the Company may transmit the Client's orders for execution to third-party liquidity providers through an electronic communication platform, contractually the Company is the sole counterparty to the Client's trades and any execution orders are done in the Company's name. Further information can be found in the "Best Execution Policy". As of the date of publishing this document, the Company has entered into Liquidity Agreements with reputable and regulated top-tier liquidity providers.
- 7.8 The Company may trade during the Company's normal trading hours for the specific financial instrument during which the platform generates price and during which the Client may give instructions or place orders to trade a CFD on a financial instrument only. It should be noted that certain financial instruments have specific trading timeframes which can be found in the Trading Specifications on the Company's Website. The Client is responsible for looking on the Company's Website for further details prior to trading. The Client shall be notified of any Firm Holidays either through the internal emailing system, or via other means that the Company may from time-to-time employ.
- 7.9 The Company is entitled to refuse the provision of any investment services to the Client at any time and at its absolute discretion, without being obliged to inform the Client of the reasons to do so.

## 8. Advise and Commentary

- 8.1 The Company will not advise the Client about the merits of a particular Order or give them any form of Investment Advice and the Client acknowledges that the Services do not include the provision of Investment Advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle their Client Account, and place orders and take relevant investment decisions based on their own judgement.
- 8.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transactions. The Client may wish to seek independent professional advice before entering into any Transaction.
- 8.3 The Company may, from time to time, and at its sole discretion, provide the Client with information, either on Newsletters, Website Posts, or any other form, regarding financial and market news, market commentary or any other information, however this is not a part of the Services to the Client. Where the client disseminates any information, marketing or otherwise:
- a) The Company shall not be responsible for the accuracy of such information and the opinions of any authors and/or commentators illustrated on any such information does not necessarily reflect the Company's opinion
  - b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness, or completeness of any such information, or as to the legal and/or tax consequences of any related Transaction.
  - c) This information is provided solely to enable the Client to make their own investment decisions and does not amount to investment advice or any unsolicited financial promotions to the Client.
  - d) Where the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
  - e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information at the same time as other Clients.
- 8.4 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn

at any time without notice.

8.5 The Company does not provide investment, financial, tax or regulatory advice nor does it provide any other form of recommendation. The Client understands that they shall make their own assessment of any transaction prior to entering a trade, and shall not rely on any opinion, material, or analysis provided by the Company and/or any of the Company's affiliates, employees, representatives, or any other related parties, as being advice or recommendation. If the Client is unsure whether they should proceed with the Agreement, the Client may, and is advised to seek Independent Advice.

8.6 The Company does not offer investment research, and any other material containing market analysis is considered marketing communication and should not be constructed as advice, recommendation, or research.

## 9. Platform

9.1 Following the Client's Account activation, the Client will be able to:

a) Download and install (where applicable) the trading platform(s) (hereinafter referred to as "the Software"), or where the Client chooses to use a web-based version of the Software (where available). The Company should ensure they are accessible and operational.

b) Use their Access Codes to login the Software, as well as the Company's client dashboard, from where they can view their personal information and trading activity.

The Client is responsible for always maintaining or changing their password. It is, also, the Client's responsibility to keep any correspondence with the Company regarding their Access Codes as private and confidential. 9.2 Subject to the Client's obligations under the Agreement being fulfilled, the company hereby grants the Client a limited, non-transferable, non-exclusive, and fully recoverable license, to use the Platform(s), including the use of the Website and any associated downloadable software available from time to time, in order to place Orders in particular Financial Instrument(s). The Company may

use different Platforms depending on the Financial Instrument.

9.3 The Trading Platform(s), which may have been developed by a Third Party, is provided "as is". The Company will ensure, but not guarantee, that the Software supports data security protocols are compatible with those used by the Company. The Company, also, cannot guarantee that the Software is free of any errors or deficiencies.

9.4 The Company will, up to a reasonable extend, maintain the Trading Platform(s) and any other related systems, up to date. The Company and/or any relevant third party may perform this maintenance from time to time which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Software. These actions may cause the Software to be inaccessible and/or inoperative for a period of time, therefore the Client accepts that the Company bears no responsibility for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of any Third-Party Provider.

9.5 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means, and telephone, or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

9.6 The Client represents and warrants they have installed and implemented appropriate means of protection relating to the security and integrity of their computer or mobile phone or tablet and they have taken appropriate actions to protect their system from computer viruses or other similar harmful or inappropriate materials, devices, information, or data that

may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmission of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from their personal computer or mobile phone or tablet.

9.7 The Company will not be liable to the Client should their computer system(s), or mobile phone(s) or tablet(s) fail, damage, destroy and/or format their records and data. Furthermore, in case the Client incurs delays and any other form of data integrity problems that are a result of their hardware configuration or mismanagement, the Company shall not be liable.

9.8 The Company will not be liable for any disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

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

9.10 The Company will endeavor to make the Software and any other systems available when required by the Client, but cannot always guarantee their continuous availability for the following reasons including but not limited to:

- a) Failures and/or errors, including of technological nature such as failure with internet connectivity which may affect the access to the Software, which either the Client or the Company rely on;
- b) Suspension of service availability due to maintenance repairs, updates, developments, and other issues outside their control. The Company will exercise

reasonable efforts to resolve any issues even outside normal trading hours. Where this is not possible, the Company will endeavor, within reason, to provide the client with prior notice.

9.11 Further to the above, the Client is responsible for ensuring that they are able to access the Company's Software when they need to and, in the times, when it's available. The Client's responsibility extends to ensuring they have access to a reliable internet connection, and maintaining any devices used to this end.

## 10. Intellectual Property

10.1 The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (hereinafter referred to as the "IP") of the Company or that of third parties and are protected by local and international property laws and treaties. This Agreement does not convey an interest in or to the Platform(s), but only a right of use of Platform(s) according to the terms and conditions set out in this

Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.

10.2 Under no circumstances shall the Client obscure or remove, or use any copyright, trademark or any other notices from any of the Company's official Website or Platform(s).

10.3 It is hereby understood that the Company may offer its Services under different trademarks and websites. The Company owns all the images displayed on its Website, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.

10.4 The Client is permitted to store and print the information made available to him through the Company's Website and/or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that

information, in whole or in part, in any format to any third party without the Company's express written consent.

## **11. Prohibited Actions**

11.1 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):

- a) Use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s).
- b) Intercept, monitor, damage, or modify any communication which is not intended for them.
- c) Use of any type of spider, virus, worm, Trojan-horse, time bomb, or any other codes or instructions that are designed to distort, delete, damage, or disassemble the Platform(s) or the communication system of any system of the Company.
- d) Send any unsolicited commercial communication not permitted under applicable Law or Regulations.
- e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- f) Unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- g) Any action that could potentially allow the irregular or unauthorized access or use of Platform(s).

11.2 Should the Client engage in any trading strategies with the objective of exploiting such misquotation(s), or act in bad faith (commonly known as "Sniping"), or should the company determine or suspect, at its sole discretion, and in good faith, that the Client or any representative of theirs trading on their behalf is taking advantage, benefiting, attempting to take advantage or to benefit of such misquotation(s) or that the Client is committing any other improper or abusive trading act, including without limitation the following:

- a) Fraud/illegal actions that led to the Transaction.
- b) Arbitrage trading, such as "Swap Arbitrage", "Latency Arbitrage", or "Bonus Arbitrage" on prices offered by the Company's Platform(s);
- c) The use of any automated trading systems, such as robot trading etc.
- d) Under no circumstances is the Client allowed to use an IP address other than the IP address of their geolocation. Shall the Client wish to use a different IP address for any reason, the Company should be notified immediately.
- e) Orders placed on manipulated prices, as a result of system errors or system malfunctions.
- f) Arbitrage trading on Prices offered by the Company's platform as a result of system errors.
- g) Coordinated transactions by related parties, in order to take advantage of system errors and delays on system updates.
- h) Orders placed based on privileged confidential information.
- i) Any other behavior which the Company reasonably believes that is used by the Client

to manipulate and/or attempt to manipulate the trading platform and/or overall trading environment and/or conditions.

11.3 For any breaches by the Client under Paragraph 11, the Company shall have the right to take any of the following actions:

- a) Adjust the Price Spreads available to the Client; and/or
- b) Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- c) Obtain from the Client Account any historic trading profits that the Client has gained through such abuse of liquidity, as determined by the Company at any time during the Company's and the Client's trading relationship and/or;

- d) Reject an order or to cancel a trade; and/or;
- e) Immediately terminate this Agreement.

11.4 Should the Company reasonably suspect that the Client has violated the terms of Paragraph 11, it is entitled to take one or more of the counter measures set out at Paragraph 30 of this Agreement.

## 12. Safety

12.1 The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

12.2 The Company only accepts instructions from the Client and/or their Authorized Representative(s) pursuant to a duly executed "Power of Attorney". For the avoidance of doubt, Authorized Representatives shall not be considered as Clients of the Company. However, the Company will consider any instructions from an Authorized Representative as coming directly from the Client, and the Company may act upon such instructions without the need to confirm their authenticity or validity.

12.3 In addition to anything else specified above, the Company may rely on any instructions coming from any person in possession of the Client's Access Codes, as if these instructions were coming from the Client, without the Company making any further enquiry to ensure that the person giving out the instructions holding the Access Codes is indeed the Client.

12.4 The Client is responsible for keeping any information regarding their dealings with the Company, private and confidential. The Company will bear no responsibility in the event that any person attains unauthorized access to any information regarding the Client's dealings with the Company, where that information is:

- a) Held by the Client.
- b) Being transmitted via electronic or other means, by the Client to the Company and/or any other party authorized by the Company.
- c) Being transmitted via electronic or any other means, by the Company to the Client and/or any Authorized Representative.

12.5 If, under any circumstances, the Client reveals their Access Codes to any person, whether intentionally or unintentionally, the Company shall bear no responsibility for any loss that may arise, including, but not limited to, financial and/or loss of opportunity due to the Client's actions and/or omissions.

12.6 The Client agrees to notify the Company immediately if he knows or suspects that his Access Codes or Client Account Number have been or might have been disclosed to any unauthorized person. The Company will then, take steps to prevent any further use of such Access Codes and will issue replacement Access Codes. The Client will be unable to place any Orders until he receives the replacement Access Codes. The Client accepts that the Company is unable to identify any instances where a person, other than the Client or their Authorized Representative (where applicable), gained access to their Software or information, including electronic addresses, electronic communication, personal data, Access Data and Client Account number when the above are transmitted between the parties or any other party using the internet or network communication facilities, post, telephone, or any other electronic means with the Client's credentials, without the Client's express consent.

12.7 The Client agrees that they will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of their Access Data or Client Account Number.

12.8 The Company reserves the right to revoke the Client's access and/or the access of any Authorized Representative to the Software at any time, where it deems necessary, and/or deactivate the Client's Account, without having any obligation to the Client.

12.9 Where the Client has not carried any activity and/or transactions for a period of time, as determined within reason by the Company, the Company reserves the right to carry out additional checks and/or request additional documentation from the Client before they are allowed to resume any activity with the Company.

### 13. Placement and Execution of Orders

13.1 Orders placed via the below method means, will be placed by the Company on the Electronic Trading System of the Company. The Client may place Orders on the Platform(s) by using their Access Data issued by the Company for that purpose and provided all the Essential Details are given.

13.2 Where information has not been transmitted to the Company via approved means, or where the Client has misinterpreted any instruction and/or information, it is the Client's responsibility to make the necessary amendments and the Company will bear no responsibility for any loss, be it financial or of opportunity in connection to said instruction.

13.3 Orders are executed according to the Summary of Best Execution Policy, which is binding for the Client.

13.4 The Company will use all reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts, transmission or execution may not always be achieved at all, for reasons beyond the Company's control.

13.5 The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent by the Company to the Client.

13.6 Where the Client has appointed an Authorized Representative to deal with the Company on their behalf, and they wish to revoke the Authorized Representative's appointment, the Client must notify the Company in writing with 2 (two) days' notice. Until the Company receives the said notice, any instructions the Company may receive from the Authorized Representative shall

a) Be deemed valid.

b) Fully commit the Client.

13.7 The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with sufficient information on this respect. The Client understands and agrees that such reports are deemed to be reports provided by the Company to the client in a durable medium. The Company may not provide the Client with statements of account in relation to the financial instruments traded though other than what is stated above. If the Client has a reason to believe that the report is wrong, or if the Client did not receive any report where and when they should, the Client shall contact the Company within 10 (ten) Business Days, counting from the date the Order was sent or ought to have been sent (in the event that a confirmation was not sent). In case the Client expresses no objections during this period, the content is considered as approved by the Client and shall be deemed conclusive.

13.8 Orders may be placed within the normal trading hours of the Company, available on its Website, as amended from time to time. The Client may choose to communicate with the Company for support and any instructions, other than orders, in any of the languages available on the Company's website during business hours.

13.9 Except where the Software permits, all orders to trade the financial instruments the Company offers are final and cannot be cancelled or deleted, unless the Company expressly agrees to such cancellation or deletion and/or unless otherwise provided in any of the Company's legal documentation.



#### 14. Decline of Client's Orders

14.1 Without prejudice to any other provisions herein, the Company is entitled, at any time and at its sole discretion, without giving any notice or explanation to the

Client, to restrict the Client's trading activity, to cancel any Orders, to decline or refuse to transmit or execute any Order of the Client, and the client has no right to claim any damages, specific performance, or compensation whatsoever from the Company, in any of the following cases:

- a) Internet connection or communications are disrupted.
- b) In consequence of request by a regulatory or supervisory authority, or a court order or antifraud and/or anti-money laundering authorities.
- c) Where the legality or genuineness of the Order is under doubt.
- d) A Force Majeure Event has occurred.
- e) In an Event of Default of the Client.
- f) The Company has sent a notice of Termination of the Agreement to the Client.
- g) The system of the Company rejects the Order due to trading limits imposed.
- h) Under abnormal market conditions.
- i) The Client does not hold adequate funds in his Balance for the specific Order.

#### 15. Event of Default

15.1 Each of the following constitutes an "Event of Default":

- a) The failure of the Client to perform any obligation due to the Company.
- b) The Client is unable to pay their debts when they fall due.
- c) Where any representation or warranty made by the Client in Paragraph 24 is or becomes untrue.
- d) The Client (whereas the Client is a natural person), dies or is declared absent or becomes of unsound mind.
- e) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Paragraph 30.
- f) An action set out in paragraph 31.1 is required by a competent authority or body or court.
- g) The Company reasonably considers that the Client involves the Company in any type of fraud, or illegality, or breach of Applicable Regulations, or the Company is placed at risk of being involved in any type of fraud or illegality, or breach of Applicable Regulations, if it continues offering Services to the Client, even when it is not the Client's wrongdoing.
- h) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or any other criminal activities.
- i) The Company reasonably suspects that the Client performed a prohibited action as set out in Paragraph 11 of this Agreement.
- j) The Company reasonably suspects that the Client performed abusive trading such as, but not limited to, Snipping, Pip-hunting, Abusive Hedging, trading or playing the gap, opening a Position or placing a "buy stop" or "sell stop" Order prior to the release of financial data (trading on financial news), arbitrage, manipulations of a combination of faster/slower feeds.
- k) The Company reasonably suspects that the Client opened the Client Account fraudulently.
- l) The Company reasonably suspects that the Client performed forgery or used a stolen credit card to fund their Client Account.

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

- a) Terminate this Agreement immediately without prior notice to the Client.

- b) Cancel any Open Positions.
- c) Temporarily or permanently bar access to the Platform(s) or suspend or

prohibit any functions of the Platform(s).

- d) Reject or decline or refuse to transmit or execute any Order of the Client.
- e) Restrict the Client's trading activity.
- f) In case of fraud, reverse the funds back to the real owner, or according to the instructions of the law enforcement authorities of the relevant country.
- g) Cancel or reverse any profits gained through abusive trading, or the application of artificial intelligence on the Client Account.
- h) Take legal action for any losses suffered by the Company.

## 16. Client Money Handling Rules

16.1 The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable financial institutions (i.e an affiliate, a bank, a market, a settlement agent, a clearing house or OTC counterparty) and the Client funds will be segregated from the Company's own money and cannot be used in the course of its business. The Client money shall be treated, at all times, in accordance with the applicable "Client Money" rules, as amended from time to time.

16.2 The Company will deposit the Client money in one or more segregated bank accounts held with a financial institution, separated from the Company's money. This means that all Client money is treated as belonging to the Company's

Clients and under no circumstance they will use it to meet any of their obligations, at any time. Client money will be pooled with money belonging to other clients in a Segregated Account, which shall act as an omnibus account. Therefore, no single Client will have a claim against a specific sum in a specific amount in the event of insolvency. Any Client's claim shall be against the money held in the Segregated Account.

16.3 The third party to whom the Company will pass money, may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of insolvency and/or any other analogous proceedings in relation of that party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability nor responsibility for any resulting losses.

16.4 The Company will not pay interest on any Client Money held on the Client's behalf, regardless of whether the Company receives interest on those deposits from the financial institution(s) with which Client money is held.

16.5 The Company will exercise reasonable skill, care and diligence in the selection, appointment, and periodic review of the financial institutions with which they will hold Client Money, in accordance with their regulatory obligations. To this end, the Company considers the credit rating of the institution(s) prior to depositing any Client Money and takes reasonable steps to periodically monitor their credit risk. The Company may use multiple institutions to ensure diversification and allocate internal percentage limits for each institution they decide to use. The Company will give instructions to the institution(s) regarding the transfer and movement(s) of Client Money. Where the Client has an open position, the Company reserves the right to set-off any unrealized losses incurred by the Client from the Segregated Account to an account of the Company. Conversely, the Company may transfer any unrealized profits incurred by the Client because of an open position from an account of theirs, to the omnibus account.

16.6 The Company will carry out reconciliation of funds at the close of each business day, and the Company will proceed with any required transfer to or from the Segregated Account on the next Business Day, unless this is not possible for any reason.

16.7 It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with 15 (fifteen) Business Days prior Written Notice to the Client for the purposes of Paragraph 30.2 of the Client Agreement.

## **17. Client Accounts, Deposits and Withdrawals/Refunds**

17.1 The Company shall open one or more Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments.

17.2 It is agreed and understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts are found on the Company's Website and are subject to change at the Company's sole discretion from time to time, and according to Paragraph 29 of this Agreement.

17.3 The Client Account shall be activated upon the Client depositing the minimum initial deposit of \$100 or currency equivalent according to their account currency, as determined and amended by the Company at its sole discretion from time to time. The minimum initial deposit may vary according to the type of Client Account offered to the Client.

17.4 When the Client makes a deposit, the Company shall credit the relevant Client Account with the respective deposit amount actually received by the Company within 1 (one) Business Day following the amount being cleared in the bank account of the Company.

17.5 In case the funds sent by the client are not deposited in the Client Account at the time they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that they will bear any charges of the investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from their Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation, the Client shall have to provide the Company with the requested documents and certificates.

17.6 The Client has the right to withdraw their funds that equal to the free Margin available in their Account(s), subject to any applicable restrictions regarding its operation, and any other legal document available on the Company's official

Website. The minimum withdrawal amount shall not exceed the amount of \$50 17.7 Any transfers shall only be effective after the Company's systems have made the relevant credit or debit of the funds to the relevant Account(s), and whilst the Company will make all reasonable efforts to ensure that any transfers are made effective and on a timely manner, the Company cannot guarantee how long this process may take. The Company will not be liable for any delays or other losses that may arise if, for instance, the Client provided the Company with wrong or incomplete information.

17.8 Any funds the Client transfers to the Company for the purposes of funding their Client Account, shall be deposited in their Client Account on Value Date, net of any transfer fees or other charges imposed by the financial institution(s), or any intermediary involved in the process of sending or receiving the funds. The Company may, at its sole discretion, and under no obligation, credit funds which are still in transfer before the Value Date to the Client's Account. The Company shall not be held liable for any delay where the cause is outside their control.

17.9 The Company shall deposit funds into the Client's Account only after it is satisfied, amongst other criteria, that the funds are being sent by the Client or by the Client's Authorized

Representative from an account in their name, and that the depositing of the funds does not breach any term contained within the Client agreement and/or any law or regulation.

17.10 The Company reserves the right to ask for additional documentation in order to be satisfied that the Client's dealings with the Company including, but not limited to, deposits and withdrawals, are legitimate and/or for any other reason to comply with the Company's regulatory obligations. The Client understands and accepts that under such circumstances there may be a delay with the processing of the transaction, and/or the transaction may be rejected.

17.11 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within 4 (four) to 7 (seven) Business Days, if the following requirements are met:

- a) The withdrawal instruction includes all required information.
- b) The instruction is to make a transfer to the originating account (whether this may be a bank account, a payment system account etc) , from which the money was originally deposited in the Client Account;
- c) The account where the transfer is to be made belongs to the Client;
- d) At the moment of the payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- e) There is no Force Majeure event which prohibits the Company from effecting the withdrawal;
- f) Withdrawals will only be made at a source in the Client's name. It shall be noted that some banks and credit card companies may take time to process payments, especially in currencies where a correspondent bank is involved in the transaction.
- g) It should be noted that a Client's failure to complete the Company's due diligence procedures, including all requested documentation to the Company's full satisfaction, may affect the Client's ability to withdraw some and/or all of his funds.
- h) In case a Client requests a withdrawal of an amount from their Account and the Company is unable to fully comply with the Client's request without closing some or all of the Client's Open Positions, the Company will not comply with the Client's

withdrawal request, until the Client has closed sufficient positions to allow the Company to process the withdrawal.

17.12 It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not make withdrawals to any other third party or anonymous account.

17.13 Further, where the Company is not satisfied as to the above and rejects an incoming transaction, the Company reserves the right to return the funds to the sender net of any transfer fees or charges which may incur. Any refund will be sent to the same source where the funds were received. The Company will only deviate from this policy where it believes, at its absolute discretion, that this is necessary.

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

17.15 The Company reserves the right to accept or decline any funding and/or withdrawal request by the Client depending on the payment method the Client chooses, and the Company may suggest to the Client an alternative for their request.

17.16 Furthermore, the Company reserves the right to decline any funding and/or withdrawal request where the Company believes and/or suspects that such request may lead to a

breach of any legal and/or regulatory obligation. This includes instances where the Company is not satisfied with the documentation provided by the Client. In such a case, the Company reserves the right to reverse the transaction in part or full, net of any transfer fees, charges or other deductions incurred by the Company. The Client understands that there may be instances where the Company will be unable to provide the Client with an explanation as to why they cannot proceed with their request.

17.17 The Client may send the request for internal transfer of funds to another Client Account held by the Client with the Company. Internal transfers shall be subject to the Company's policy from time to time and at its absolute discretion, abiding with all relevant laws and regulations.

17.18 Where the Client holds funds in different Accounts with the Company, the Company may merge those funds from time to time and without the Client's permission.

17.19 Where the Client holds several Accounts with the Company, and the Company reverses any transaction from the Client for any reason, the Company may merge the Client's funds held in those Accounts, as described above.

17.20 The Client shall make any requests relating to the administration of their Account(s) via their Client Dashboard.

17.21 The Company will take reasonable steps to ensure keeping the Client informed about the progress of any funding and/or withdrawal request, specifically in relation to processing times and any required documentation that if not in place may result in delays. The Client understands that there may be instances where the Company cannot guarantee these times because of events outside of its control.

17.22 Where the Client receives money from the Company by mistake, the Client agrees to hold such an amount of money in trust for the benefit of the Company or the beneficial owner. In the event the Client uses any funds sent to them by mistake, the Company will have a claim over those funds, together along with any profit derived from the use of such funds, on behalf of the beneficial owner. In the same way, the Company shall not compensate the Client for any losses incurred by the Client as a result of them using the aforementioned funds. The claim for the full amount shall stand.

17.23 Where the Company is required to do so by law and/or applicable regulations and/or rules, the Company reserves the right to deduct any amount from the Client's Account.

17.24 The Company reserves the right to set-off any liability of them under the Agreement, whether present or future. Liquidated or unliquidated. Where the liabilities to be set-off are expressed in different currencies, the Company may convert said liabilities at a market rate of exchange.

17.25 Where the Company nets-off any amount due by deducting it from the Client's Account(s), the Company will consider the obligation as satisfied and discharged. The Company reserves the right on any obligation which cannot be considered as satisfied.

17.26 The Company does not process any refunds with exceptional cases as an exception only and at its sole discretion. In this respect, the Client agrees to follow the Company's withdrawal procedures, as described in the provisions set out in this Section of the Agreement.

## **18. Inactive and Dormant Client Accounts**

18.1 If the Client Account is inactive for three (3) months or more (i.e no trading takes place, no open positions, no withdrawals or deposits), the Client Account will be charged a monthly maintenance fee. The fee will equal 10 units of the account currency (\$10 or 10 EUR or 10 GBP) and will be charged on the first day of the month following the three (3) months of inactivity.

18.2 If the Client Account is inactive for a year or more, and after notifying the Client in its last known address and/or registered email address, the Company reserves the right to close the Client Account and render it dormant. Funds in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

## 19. Fees

19.1 Prior to entering into any transaction with the Company, the Client should ensure they have considered any and all applicable charges such as Spread(s), commissions and Swap(s), which are available on the Company's official Website as amended from time to time. It is the Client's responsibility to ask for further clarifications should they require so. Any applicable charges shall be instantly deducted from the Client Account(s). For the Client's convenience, they may find all costs and associated charges and how they may pay for them by using the Company's interactive cost calculation tool available on the Website.

19.2 Charges may not all be represented in monetary terms but may also appear in other units such as pips, the value of which can vary depending on the instrument. The Client will be able to find the value of a pip across all of the Company's instruments on the Website, by accessing the Trading Specifications section on the Website (information for all of the asset classes can be found in separate tabs).

19.3 The Company reserves the right to change, from time to time, any of the charges applicable to the Client's dealings with the Company. The Company will provide the Client with prior written notice where it deems the changes to be material, unless such change comes as a result of an unforeseen market circumstance, where the Company may notify the Client on or after the event. The Client will find the most up-to-date information about the Company's charges on the Company's Website and the Client understands and accepts that it is their responsibility to check the Website for any changes or updates.

19.4 In the event the Client is dissatisfied with any changes the Company may make to its charges, the Client shall contact the Company's Compliance Department, and/or terminate the Agreement in accordance with the provisions contained herein.

19.5 For Swaps, depending on the position held and prevailing interest rates of the currency pair involved in a transaction, the Client Account may be credited or debited with financing. The operation is conducted at 21:59 GMT (23:59 Server Time) and the resulting amount is automatically converted into the Client's Balance Currency.

19.6 Swap fees are charged on every open position (open trade) that would be left overnight for every business day the trade remains open. On Wednesday's a 3-Day Swap charge applies on all FX assets and Fridays on Indices in order to account for the weekend.

Swap fees differ on every instrument based on their trading specifications that can be found on the Company's Website.

19.7 The Company charges its own interest rates, based on the overnight rate provided by our LP's. The Company updates its rates as often as it deems necessary.

19.8 For some payment methods there are transaction fees. Where the Client engages in deposit and withdrawal activity without entering into any trading activity with the Company, the Company reserves the right to impose any fees or charges with regards to specific payment methods as the Company may deem necessary.

## 20. Taxation

20.1 It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the company hereinafter.

20.2 Investing in financial instruments may be subject to tax depending on the jurisdiction where the Client is a resident. However, this will depend on the Client's personal circumstances. The Client should seek for independent tax advice if they are unsure on how this may affect them, as the Company does not provide any financial advice, including tax advice.

20.3 The Client understands that tax laws are subject to change, and in the event, they do, the Company reserves the right to debit from the Client Account any tax payment including, but not limited to, stamp duty, capital gains tax or other forms of tax which may be levied in relation to the Client's transactions with the Company.

20.4 The Client understands that certain financial instruments may carry a tax obligation under the Financial Transaction Tax Regime, stamp duty, transfer, tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction. Where there is such tax obligation the Company shall pass it on to the Client by debiting from the Client Account.

## 21. Personal Data and Confidentiality

21.1 By entering into the Agreement, the Client provides the Company consent to store and process the data they provided the Company with upon registering for an Account and/or throughout their business relationship. This includes any data which may be considered sensitive. The Client has the right to withdraw their consent at any time by notifying the Company in writing. However, as the Company may not be able to provide the Client with its services, should the Client choose to do so, the Company reserves the right to refuse to enter into, or terminate the Agreement. The Client understands that the Company is required to keep all records of the Client's data and dealings with the Company for as long as necessary under the regulatory regime.

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

21.3 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

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

- a) Where required by law or a court order by a competent Court.
- b) Where requested by the FSC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has clients.
- c) To relevant authorities to investigate or prevent fraud, money laundering or any other illegal activity.
- d) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention,



anti-money laundering purposes, identification or due diligence checks of the Client. To do so, they may check the details of the Client supplied against any particulars or any database (public or otherwise) to which the Company has access. They may also use the Client's details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company.

- e) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality obligations herein as well.
- f) To other service providers who create, maintain or process databases (whether electronic or not), offer record-keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, store, process and use the Client information or get in touch with the Client or improve the provision of the Services under this Agreement.
- g) To other service providers for statistical purposes in order to improve the

Company's marketing, in such a case the data will be provided in an aggregate form.

- h) To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details data will be provided.
- i) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or government authority.
- j) At the Client's request or with the Client's consent.
- k) To an affiliate of the Company or any other company in the same group of the Company.
- l) To successors or assignees or transferees or buyers, with ten Business Days prior written notice to the Client, and for the purposes of Paragraph 35.2 of the Client Agreement.

Where the Company discloses and/or shares any of the Client's information as per the above-mentioned clauses, the Company will take all reasonable steps to do so in a secured manner.

21.5 If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance with the relevant privacy laws and regulations and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any) provided that the Client pays an administrative fine.

21.6 By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data, according to the provisions of the relevant laws and regulations.

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

21.8 Where the Client has been introduced to the Company by a third party pursuant to an introducer agreement between the Company and the third party (the "Affiliate"), the Affiliate may have access to a certain extent to information about the Client's dealings with the Company. The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, fax, email, post for marketing purposes to bring to the Client's attention products or services that may be of interest to the Client, or to conduct market research.

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

21.10 The Company will take all reasonable steps to keep the Client's data safe, nonetheless, transmission of information via the internet and/or other networks is not always completely secure. The Company will not be liable for any transmission of data from the Client to the Company.

## **22. Communications and Written Notices**

22.1 The Company will communicate with the Client about any notice, instruction, request, or any other communication via the Client's registered email, the Client Dashboard, telephone, or where the Client wishes to send a formal communication to the Company in writing, via post to the Company's registered address. All the Company's contact details are available on the Company's Website. Any communication from the Client to the Company shall be deemed effective on the date and time of reception by the Company. It is the Client's responsibility to ensure they have read all and any communication the

Company may send from time to time, via any approved communication method.

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

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

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

22.5 Without prejudice to Paragraph 22.9, any communications sent to either Party, as applicable (documents, notices, confirmations, statements, reports etc), are deemed received:

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

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

c) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by the recipient's facsimile machine.

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

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

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

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

h) If posted on the Company Website, within one hour after it has been posted. 22.6 In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately

of any change in the Client's contact details.

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

22.8 The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.

22.9 Any Written Notice sent to the Company shall have to be received within the working hours of the Company. Notwithstanding Paragraph 22.5, any Notices received outside the normal working hours shall be treated as being received the following Business Day.

22.10 The Client hereby provides their consent and agree that the Company's official language is the English language and that any information the Company provides the Client with is consistently presented in the English language throughout all forms of information and marketing material unless the Client has chosen and/or accepted to receive information in more than one language. The provision of information and marketing material, or the choice to view the

Company's website, other material, any translated version of the Agreement and/or any other communication, in any language other than the Company's official language, may be provided solely for convenience purposes or due to legal requirements. The Client's acceptance or choice to receive such information in any other language shall constitute consent to receive such information in any language other than the English language. In the event of dispute, the English version shall always prevail.

22.11 The Client consents that where the Company provides them with information by means of a website, that information is not personally addressed to the Client. Yet, the Client specifically consents to the provision of information in form other than paper (i.e Website,

Platform internal mail and through other software) because this is appropriate in the context in which the Company's business is being or will be carried out. The Client by maintaining their account and/or by

opening an account with the Company and when placing a trade, they expressly consent to the Company sending this information to them in this format.

22.12 Any communication sent to the Client by the Company is intended to be received by them only. The Client is therefore responsible for keeping any information the Company sends to them private and confidential.

22.13 The Company may communicate with the Client from time to time, and in accordance with the applicable rules on Client communications, about any business, marketing and/or promotional reasons.

22.14 The Company bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Company.

### **23. Lien**

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

### **24. Representations and Warranties**

24.1 The Client represents and warrants to the Company the following:

- a) Where the Client is an individual (i.e natural person), they warrant that they are over 18 (eighteen) years old of age at the moment of entering into this Agreement.
- b) The Client is of sound mind and capable of making decisions for their own actions.
- c) There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client resides, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- e) The Client will not use the IP or the Platform or Website in contra version to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of the Client's Client Account and not on behalf of any other person.
- f) The Client is duly authorized to enter into this Agreement, to give Orders and to perform their obligations hereinafter.
- g) The Client is the individual who has completed the Account Opening Application Form or, in case the Client is a legal entity, the person who has completed the Account Opening Form on the Client's behalf is duly authorized to do so.
- h) The Client is acting as a principal and not as an agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- i) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- j) The Client has read and fully understood the terms of this Agreement, including the information in the and all Legal Documentation available at the Company's Website, which are an inseparable part of this Agreement.

- k) The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used for terrorist financing.
- l) The Client is not a Politically Exposed Person and does not have any relationship (such as relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.
- m) The Client is not from Iran, Japan, North Korea, Yemen or USA, as the Company does not accept Clients from the aforementioned countries.
- n) The Client has read and understands the Risk Disclosure and Warnings Notice.
- o) The Client consents to the provision of the information of the Agreement by means of a Website or email.
- p) The Client confirms that they have regular access to the internet and consents to the Company providing them with information including, but not limited to, information regarding amendments to the Agreement, costs, fees, policies and information about the nature and risks of investments by posting such information on the Website or via email. Should the Client wish, they may request for these to be sent by post or fax.

24.2 The Client hereby represents and warrants that they have not been coerced, or otherwise persuaded to enter into this Agreement, nor have they entered into the Agreement based on any representation other than what is included herein.

24.3 Furthermore, the Client warrants that they are aware of any requirements and implications including, but not limited to any restrictions or reporting requirements set by their local jurisdiction as a result of entering into this Agreement. The Company shall not be liable for any requirements imposed to the Client by their local authorities, therefore the Client undertakes to comply with any applicable requirements.

24.4 The Client also represents and warrants that the information they provided the Company with, during their registration, for opening an Account accurately reflects their personal circumstances and they have not provided the Company with any false or misleading information. Furthermore, the Client warrants that should any information provided during the registration process becomes invalid, the Client will immediately notify the Company in writing of the change in their circumstances.

24.5 The Client further represents and warrants that they will not redistribute information concerning financial instruments including, but not limited to, pricing information and chart data on offer by the Company to any third-party for commercial purposes.

24.6 The Client warrants and covenants that:

- a) The funds the Client will use to trade with the Company legally belong to them and are free of any lien, charge, pledge, or other encumbrance.
- b) The funds are not the direct or indirect proceeds of any illegal act or omission, nor are they product of any criminal activity which constitutes a predicate offence under relevant laws and regulations, in respect to Anti-Money Laundering and Countering the Financing of Terrorism, as amended or replaced from time to time.
- c) Unless the Client is entering into this Agreement as a representative or trustee of a third party and they provide the Company with the necessary documentation to satisfy their regulatory requirements, the Client is acting in their own name and not in representation or in trust of a third party.

24.7 The Client warrants that any documents sent to the Company during their Account Opening Process, as well as throughout the duration of the Agreement, are valid and authentic. In the event that the Company believes, in their sole discretion, that any document is incorrect or invalid, the Company may request for additional documentation. Failure from the Client to provide such documentation may lead to take action as the Company deems necessary.

## 25. Exclusion of Liability

25.1 Except in the event of negligence or fraud from the Company, the Company shall bear no responsibility for any loss as a result of any acts and/or omissions, whether carried out by the Client or by a third party or on their behalf, in relation to the Client's Transactions with the Company.

25.2 In general, neither party shall be liable for any losses which may arise as a result of unforeseeable events at the time when the Agreement was made effective, nor shall any party be liable for any losses that were not caused by any breach of the terms contained herein.

25.3 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may not post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of any fraud on its behalf, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in such information given.

25.4 The Company will not be held liable for any loss or damage or expense incurred by the Client in relation to, directly or indirectly arising from but not limited to:

- a) Any error or failure or interruption in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures of malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.
- b) The Client acknowledges and accepts that they are entering into all and any transactions with the Company at their own risk, and the Company assumes no liability for any loss whatsoever from their behalf. Nothing in this clause shall be taken to exclude any liability for death or personal injury.
- c) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.
- d) Where the Company outsources any activity to third parties, in order to be able to provide the Client with the Services under this Agreement, the Company will exercise all reasonable endeavors prior to contacting with them. However, the Client understands that it is not within the Company's responsibilities to control the activities from such third parties. The Company's responsibility, therefore, shall be to exercise all efforts to minimize any losses the Client may suffer as a result of an act or omission of the outsourced party(ies). Nonetheless, the Company shall not be liable for any loss that the Client may suffer as a result of such acts and/or omissions from third-party service providers, unless the Company has acted negligently.
- e) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of their Access Data.
- f) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above is transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

- g) Any of the risks of the Risks Disclosure and Warnings Notice.
- h) Currency risk.
- i) Any charges in the rates of tax.
- j) The occurrence of Slippage.
- k) The Client relying on functions such as Trailing Stop, Third Party Expert Advisor and Stop Loss Orders. Where the Client downloads, installs and/or uses any trading solutions such as algorithms, "Expert Advisors" ("EA") or trailing stops, the Company shall not be held liable for any losses which may be incurred by the Client pursuant to its use. If it comes to the Company's attention that the Client is using any of the aforementioned solutions, contrary to good faith or to the terms contained herein, the Company reserves the right to terminate the Agreement and withhold any profits generated from the use of such systems.
- l) Under abnormal market conditions.
- m) Any actions or representations of the Introducer.
- n) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative.
- o) For the Client's or his Authorized Representative's trading decisions.
- p) All Orders given through and under the Client's Access Data.
- q) The contents, correctness, accuracy, and completeness of any communication spread by the use of the Platform(s).
- r) As a result of the Client engaging in Social Trading via any Third-Party Platform.
- s) The solvency acts or omissions of any third party referred to in Paragraph 16.1
- t) A situation of Paragraph 16.3 arises

25.5 In case the Company, its Directors, Officers, employees, Affiliates or Agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the use of the Platform(s), that the Company, its Directors, Officers, employees, Affiliates or Agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.

25.6 The Company shall under no circumstances be liable to the Client for any consequential, special, incidental, or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

25.7 The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the provision of the Services and use of the Platform(s).

25.8 Further, and notwithstanding any other provision in the Agreement, the Company will not be liable to the Client as a result of:

- a) Negligence, fraud, breach of the Agreement, breach of any law and/or act and/or omission by the Client.
- b) The Company shall not be liable for any failure to access the Company's Platform and Company's systems. The Company is not responsible for any delays, delivery failures, or any loss or damage which results from the transmission of information over any network, including but not limited to, the internet.
- c) The Client being unable to access the Company's Platform and/or other Company's systems, or any delay the Client may suffer when attempting to contact any of the Company's Account Managers, unless this is wrongdoing by the Company.
- d) The Company taking measures to ensure compliance with any applicable laws and regulations, including where the Company is precluded from processing any instruction

from the Client which may result in the Company breaching any applicable law and/or regulation.

e) Any other event and/or circumstance which is outside the Company's control.

25.9 The limitations and/or exclusions included in the Agreement shall apply irrespective of whether the Company, including any of its employees and/or affiliates are aware of any losses the Client may incur, or any claims the Client may make against the Company.

25.10 Where the Client have trusted a third party, and/or followed any instruction or advice from a third party, including trading signals and/or copy trading strategies which resulted in any loss for the Client, the Company shall not be liable. The Client understands that the service the Company provides is on an execution -only basis and therefore the Company is not responsible for any losses the Client may incur as a result of these circumstances.

## 26. Indemnity

26.1 The Client shall indemnify the Company on demand against all liabilities, costs, expenses damages (including reputational) and losses (including, but not limited to any direct, indirect, or consequential losses), and all interest, penalties and professional costs and expenses (calculated on a full indemnity basis) incurred by the Company as a result of:

- a) The Client's breach of the Agreement.
- b) The provision by the Client of any false or misleading information to the Company and/or
- c) The enforcement of the Agreement.

26.2 In general, indemnity means a sum of money paid as a compensation of losses suffered.

## 27. Force Majeure

27.1 This section refers to events which may occur from time to time, and which prevent the Company from performing any or all of its obligations ("Specific Events" or "Force Majeure"). Specific Events may include, but are not limited to:

- a) Any natural, technological, political, governmental, social, economic, pandemic, civil emergency, act of terror, interruption or failure of utility service.
- b) Non-performance by a third party, disruption caused by man or any similar event which is outside the Company's reasonable control.
- c) Instances of illegitimate actions, errors, failures, disruptions in the Company's systems, technological or other infrastructure (irrespective of whether it belongs to the Company or a third party) against the Company's servers.
- d) Changes in the applicable laws and/or regulations, any actions of an official body or any other change in the Company's legal or regulatory obligations as a result of unforeseen events.
- e) An act or omission by any financial or other institution that the Company is unable to predict and/or prevent.
- f) Any event that prevents the Platform or the systems from operating on an orderly or normal basis.
- g) Abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing the Company from providing its services in an orderly manner, including any instances where the Company is unable to receive data and/or it receives incorrect data from its service provider(s).
- h) Any other event and/or circumstance which cannot be foreseen, within reason.



For the avoidance of any doubt, a Force Majeure event is an event outside the Company's control that, whilst it is reasonably likely to occur, or may be imminent, the Company cannot be expected to be prepared for, or they cannot prevent its occurrence.

27.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
- b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
- c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.
- d) Cancel any Client Orders.
- e) Refuse to accept Orders from Clients.
- f) Inactivate the Client Account.
- g) Increase Margin requirements without notice.
- h) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate.
- i) Increase Spreads.
- j) Decrease Leverage.
- k) Inform the Client, where the Company may have sufficient time to do so in the circumstances.
- l) Close any open position(s) at the price available in the circumstances, which may include: Combine or close any open positions at "Volume- Weighted Average Price" ("VWAP"); Request amendments to any closed position(s).
- m) Suspend, limit or restrict the provision of the Company's services to the Client.
  - n) Amend any part of the Agreement on the basis that it is no longer feasible for the Company to comply with it.
  - o) Cease trading.
  - p) Precluding the Client from accessing or using the Platform, Company's systems or any other system.
  - q) Make any necessary amendments to open trades.
  - r) Allow close-only functionality.
  - s) Reject or delay the processing of any withdrawal request from the Client Account(s).
  - t) Impose special or different terms regarding any of the Client's orders in relation to size, volatility and/or liquidity of the instrument, amongst others.
  - u) Remove or temporarily suspend any products or change any contract specifications.
  - v) Exercise any right to which the Company is entitled under the Agreement and the Company's Best Execution Policy.

27.3 The Company will exercise all necessary endeavors to resume the orderly provision of their services as soon as reasonably possible. Where this is not possible at all, the Company will inform the Client of the necessary actions to be taken in order to protect both their interests, where possible.

27.4 Where the Company is unable to perform any of their obligations to the Client under the Agreement due to a Force Majeure Event, the Company will not have breached the Agreement.

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

## 28. Netting and Set-Off

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

28.2 If the aggregate amount payable by one Party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount

shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

28.3 The Company has the right to combine all, or any Client Accounts opened in the Client's name and to consolidate the Balances in such accounts and to set-off such balances in the event of Termination of the Agreement.

## 29. Amendments to the Agreement

29.1 The Company reserves the right to amend, from time to time and without the Client's consent, any part of the Agreement, especially in, but not limited to, circumstances where the Company deems that such changes are necessary in order to comply with any obligation under the regulatory system. In such circumstances, the Company will notify the Client either in writing or via the Company website. The Client is responsible to check the Company's Website for any updates in the Agreement and/or any of the Legal Documents.

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

a) Where the Company reasonably considers that the change would make the terms of the Agreement easier to understand; or the change would not be to the disadvantage of the Client.

b) To cover the involvement of any service or facility the Company offers to the Client; or the introduction of a new service or facility; or the replacement of a new service or facility with a new one; or the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

c) To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in the banking, investment or financial system or technology; or the systems or Platform used by the Company to run its business or offer the Services hereinafter.

d) As a result of a request of the FSC or of any other authority as a result of change or expected change in Applicable Regulations.

e) Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

29.3 As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any reason not listed under Paragraph 29.2.

29.4 For any changes made in Paragraphs 29.2 and 29.3, the Company shall provide the Client with advance notice of 2 (two) Business Days. However, the Client acknowledges that a change which is made to reflect Applicable Regulations may, if necessary, take effect immediately.

29.5 For any change made under (a), (d) or (e) of Paragraph 29.2, the notice of the Company shall be a Written Notice, including a post on the Company's Website. For any other

change of the Client Agreement, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice (i.e via email).

29.6 When the Company provides Written Notice of changes under Paragraphs 29.2 and 29.3, it shall inform the Client of the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than the costs due and payable for Services offered until the termination.

29.7 The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, roll over

policy and trading times, found on the Company's Website and/or Platform, from time to time. Such changes shall be effected on the Website and/or the Platform and the Client is responsible to check for updates regularly. In the absence of Force Majeure Event, the Company shall be providing the Client with advance notice on its Website or sent an email to the Client's registered email address of at least 15 (fifteen) Business Days. The Client shall be treated as accepting the change on that date unless, before the end of the 15 (fifteen) days, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than the costs due and payable for services offered until the termination.

29.8 Where the Company deems that any amendments are material and/or would change the balance on the Company's favor or to the Client's detriment, such amendments will take effect on the date specified in the Company's notice to the Client, in order to provide the Client with prior notice along with their right to cancel the Agreement.

29.9 The Client has the right to cancel the Agreement where they do not agree with any amendments made by the Company. In the same way, the Company reserves the right to terminate the Agreement where the Client does not agree with any amendments the Company may make.

29.10 Any amendments will affect all ongoing business between the Company and the Client, unless stated otherwise in the Company's notice.

29.11 It is the Client's responsibility to remain up to date with any changes the Company makes to the Agreement. The applicable version at any time shall be the latest version available on the Company's Website. In the event of dispute, the latest version available at the time of the dispute shall prevail.

### **30. Termination and Results of Termination**

30.1 Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least 15 (fifteen) Business Days' Notice to the other Party.

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

30.3 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but not limited to), all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

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

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

30.5 Upon termination any or all of the following may apply:

- a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances.
- b) The Company has the right to close the Client Account.
- c) The Company has the right to convert any currency.
- d) The Company has the right to close out the Client's Open Positions.
- e) In the absence of any illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance on the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion are considered as appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee and/or Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its sole discretion, to effect any third party payments.

30.6 The Company shall terminate the Agreement with immediate effect, notwithstanding any other action, in the event of:

- a) A breach of any part of the Agreement by the Client.
- b) Where the Company has reasonable grounds to believe that the Client has not acted in good faith including, but not limited to, where the Company determines that the Client has, willingly or not, abused the Company's "Negative Balance Protection" policy. This includes, but is not limited to, the Client trading the gap, hedging their exposure using multiple trading Accounts, either under the Company or different company, whether under the same profile or in connection with another Client. Further to the aforementioned, the Company reserves the right not to apply the Negative Balance Protection in the event where Negative Balance Protection has been abused according to this paragraph or in Event of Default as described on Paragraph 15.
- c) An issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving the client.
- d) Client's death or incapacity (in the event of death), any funds available in the Client's Account(s) shall for part of their estate.
- e) A breach of any applicable law or regulation by the Client including, but not limited to, any applicable anti-money laundering laws and regulations.
- f) The Client has acted contrary to the Company's Best Execution Policy or any other of the relevant Policies or Procedures.

30.7 Upon termination of the Agreement the Company will transfer to the Client any remaining amount available in their Account(s), net of any outstanding amount that is due to the Company, except where the Company is by law prohibited to do so.

30.8 The Company may amend this Agreement and any arrangements made hereunder at any time by written notice to the Client. The Client will be deemed to accept and agree to the amendment unless the Client notifies the Company to the contrary within 10 (ten) Business Days of the date of the amendments notice. If the Client does object to the amendment, the amendment will not be binding on them, but their account will be suspended, and they will be required to close their account as soon as it is reasonably practicable.

### **31. Closure of Client's Account**

31.1 The Client is entitled to close their Trading Account(s) at any time, after the Client closes all open positions in their Account(s) and complete any obligations to the Company which may already have arisen. Only when the Client has finished with the mentioned obligations the Client is eligible to close their Trading Account(s).

31.2 In order for the Client to terminate their Trading Account(s), a withdrawal request of the entire amount available in their Account(s) must be placed, followed by an official email to the Company stating their requirement to terminate their Account(s).

31.3 Without prejudice to Paragraph 17 and 30, if a Client's Account has a balance lower than 100 USD/EUR, the Client is eligible to withdraw their funds only by sending an official email to the Company stating the Closure of their Trading Account(s) and their remaining available balance to be returned. As it is not possible for the Client to place a withdrawal request via the client portal for an amount lower than 100 EUR/USD, the Company shall proceed with the termination of the Account(s) and return of remaining funds as per the Client's email instructions through the Client's registered email. If the Client's funds must be returned via Bank Wire Transfer (depending on the date and method of deposit), any transfer fees charged for this transaction will be supported by the Client.

31.4 Once the Company receives the Account Closure request or executes the withdrawal request, the Client's account will be terminated within 1 (one) Business Day.

31.5 The Client's Account cannot be reopened within 90 (ninety) days from the account closure.

### **32. Complaints and Disputes**

32.1 In case the Client wishes to file a complaint, the client must send an email at the email address [complaints@XProGlobal.com](mailto:complaints@XProGlobal.com) with the completed "Complaints Form". The Company will do its best to resolve the complaint without any undue delay and according to the Company's Complaints Handling Procedure.

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

### **33. Severability**

33.1 Should any part of this Agreement be held by any Court of Justice of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or law of any Market and/or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall not be affected.

### 34. Non-Exercise of Rights

34.1 Either Party's failure to seek redress for violations, or to insist upon strict performance of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

### 35. Assignment

35.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing 15 (fifteen) Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with or by a third party, reorganization of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

35.2 It is agreed and understood that in the event of transfer, assignment or novation described in Paragraph 35.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, correspondence, due diligence and client identification documents, files and

records, the Client Trading History) transfer the Client Account and the Client's funds as required, subject to providing 15 (fifteen) Business Days prior Written Notice to the Client.

35.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights and obligations under this Agreement.

**36. Introducer/Affiliates** 36.1 in cases where the Client is introduced to the Company through a third person such as a business introducer or associate or affiliate (hereinafter referred to as the "Introducer"),

the Client understands, acknowledges, and accepts that the Company is not responsible nor accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

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

### 37. Authorized Representative

37.1 The Company may, in certain cases, accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided that the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company, fulfilling all of the Company specifications for this.

37.2 Unless the Company receives a written notification from the Client for the termination of the authorization of the Authorized Representative, the Company, without prejudice to Paragraph 37.4 herein below, has the right to continue accepting Client Orders and/or any other instructions relating to the

Client's Account by the Authorized Representative on the Client's behalf and the Company will recognize such orders as valid and committing to them.

37.3 The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least 5 (five) days prior the termination of the authorization.

37.4 The Company has the right (but not the obligation) to refuse to accept Orders and/or any other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

- a) In case the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such.
- b) An Event of Default has occurred.
- c) In order for the Company to ensure compliance with the relevant market rules or practices.
- d) In order to protect the interests of the Client.

### **38. Multiple Account Holders**

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

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

### **39. Applicable and Governing Law and Applicable Regulations**

39.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by the law.

### **40. Placing, Cancelling or Removing Orders and Execution of Client Orders**

40.1 Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each type of CFD appearing on the Company's Website, as amended by the Company from time to time.

40.2 Pending Orders, not executed, shall remain effective through the next trading session (as applicable) or will be cancelled at the end of the day according to the trading instrument characteristics.

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

40.4 All Open Spot Positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's right to close the Open Spot Position. Any Open Forward Positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the Open Forward Position.

40.5 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Account Equity reaches zero.

40.6 Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).

40.7 The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed.

40.8 The Company shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.

40.9 All orders are executed at the first available price.

40.10 During the course of this Agreement in relation to all individual CFDs, the Company will receive the Client Orders and may transmit them for execution to a third party which will be the execution venue and counterparty in the CFD. The Company will not be a counterparty to a CFD.

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

40.12 It is the Client's responsibility to be aware of their positions at all times.

#### **41. Quotes**

41.1 In the event that the Company is unable to proceed with an Order, with regard

to the price or size or any other reason, depending on the type of the Client Account, either the Company will send a re-quote to the Client with the price it is willing to deal until the price the Client asks is available, or the Order will open at the closest available price in the market.

41.2 The Quotes appearing on the Client's terminal are live. However, if there is high volatility in the Underlying Market, the execution of the Order may change due to execution time and also the Client may ask for price, but the Client will get the first price that will be available in the market.

41.3 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

#### **42. Trailing stop, Expert Advisor and Stop Loss Orders**

42.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on the Client's Trading Terminal and the Company bears no responsibility whatsoever.

42.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

#### **43. Margin Requirements**

43.1 The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.

43.2 It is the Client's responsibility to ensure that they understand how Margin requirements are calculated.

43.3 Unless a Force Majeure event has occurred, the Company has the right to change the Margin Requirements, giving to the Client 2 (two) Business Days Written Notice prior to these amendments. In this situation the Company has the right to apply new Margin Requirements to the new positions and to the positions which are already open.

43.4 The Company has the right to change Margin Requirements without prior notice to the Client in the case of a Force Majeure event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.



43.5 Without prejudice to Paragraph 14.1 of the Agreement, the Company has the right to close and/or limit the size of the Client's Open Positions (New or Gross) and to refuse Client Orders to establish new positions in any of the following cases:

- a) The Company considers that there are abnormal trading conditions.
- b) The value of the Client collateral falls below the minimum Margin Requirements.
- c) At any time equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.
- d) The Company makes a Margin Call, and the Client fails to meet it.
- e) The Company may not make any Margin Call to the Client but in the event that it does, or in the event that the Platform warns the Client that it reached 50% of the Margin in the Client Account, the Client should take any of the three options to deal with the situation:

i. Limit exposure (close trades) ii. Close some of the Client's Current Open Positions. iii. Maintain a substantial Margin Level.

43.6 In the event that the Client's Margin Level drops to or below 100%, the Client will not be able to open any new positions. In the event that the Client's Margin falls below 15%, the Company reserves the right to close the Client's Open Positions. In such a case, the Company will send the Client an email as an early warning of the performance of the Client's Open Positions, however the Company does not bear any responsibility in case the Client does not receive the said notification on a timely manner, or in case the Client has opted out from receiving email notifications from the Company.

43.7 Margin must be paid in monetary funds in the currency of the Client's Account.

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

#### **44. Swap Free Client Accounts**

44.1 Swap free accounts are Islamic Client Accounts that are compliant with the Sharia Law.

44.2 The Swap Free Account (Forex Islamic Account) is a Client Account with no swap or rollover interest on overnight positions, which is against the Muslim faith. All Muslim Clients can benefit from the Company's trading conditions and may be eligible to open a Swap-Free account at the Company's sole discretion.

44.3 The Swap Free Accounts have exactly the same trading conditions and terms as regular account types, with the only difference that there are no swaps.

44.4 Before applying for a Swap-Free Account with the Company, the Client must make sure they comply with the Swap Free Account Use Agreement.

44.5 In the event the Client, due to their observance of their religious beliefs, cannot receive or pay interest, such Client may apply, by completing and submitting to the Company an application form which can be found on the Company's Website, as amended by the Company from time to time, or via such procedure as the Company may designate from time to time at its sole discretion, for their Account to be designed as a Swap-Free Account, not charged with or entitled to, premiums and/or rollovers and/or interest ("Swap Free Account" or "Islamic Account"). The Client hereby confirms and accepts and declares that a request to render their Account Swap Free shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse accepting the request of a Client to designate their Account as a Swap Free Account, upon its sole and absolute discretion which shall be conclusive and undisputable upon the Client.

44.6 In the event that the Company suspects that a Client might have been abusing the rights conferred to them by the classification of the Account as Swap Free Account, the Company reserves the right, without any prior notice, to proceed with one or more of the following:

- a) The Company may add commission upon each and every one of the trades executed on the Swap Free Account; and/or
- b) The Company may cancel the special rights and/or conditions conferred to the Account due to its classification as Swap Free Account, recall the designation of the Account as Swap Free Account and render it a regular Trading Account; and/or
- c) The Company may restrict and/or prohibit the Client from hedging their positions; and/or
- d) The Company may, upon its sole discretion, close any Open Positions and reinstate them upon the prevailing market price. The Client hereby, acknowledges, agrees and accepts that they shall bear all costs derived from the aforementioned action including, but not limited to, the cost on the change of the Spread.

44.7 The Company offers, at its sole discretion, Swap Free Accounts for any Clients who, for religious reasons, may choose not to receive or pay daily swap fees. Clients with Swap Free Accounts shall be allowed to trade in selected CFDs in underlying Financial Instruments which shall be selected by the Company at its sole discretion and in accordance to its internal policies. The list of such underlying Financial Instruments (or the list of those CFDs for which Swap Free trading will not be permitted) shall be notified to each Client whose Account is designated as a Swap Free Account.

44.8 Where the Client has a Swap Free Account, the Client is obliged to close any open CFD position within 45 (forty-five) calendar days of opening thereof. In the event of the Client's failure to do so, the Company shall have the right to treat any such instance as an abuse by the Client of the terms of operation of such Swap Free Account and take any of the actions specified in Paragraph 42.2 above and/or charge to such open CFD positions the rollover charges in accordance with Paragraph 15 of this Agreement, in each case with retroactive effect.

44.9 The Company reserves the right to terminate Swap Free privileges at any time, provided it provides notice to the Client as stipulated in this Agreement.

44.10 Swap Free Accounts are liable for dividends, other corporate actions and daily funding charges which will be reflected in the relevant Account Statements.

44.11 Clients who wish to have a Swap Free Account and are not of any Islamic Religion, must create a minimum trading volume per month. The minimum trading volume per month will be calculated for closed positions only as follows: Account Equity \*300

**Example:** Account Equity (at January 1<sup>st</sup>) was 520k\$ → Client should create a minimum volume of 156M\$ (520\$\*300) till the end of the month. The Equity shall be taken from the first day of the month.

**Formula to calculate trading volume:**

- **FX:** Number of Lots \* Contract Size \* Conversion to US dollar  
**Example:** EURUSD 1 lot → 1\*100,000 Euro \*1.22= 122.000\$
- **CFD:** Number of Lots\* Contract Size\*Closing Price\*Conversion to US dollar

**Example:** XAUEUR 1 Lot → 1\*100\*1090.95\*1.22= 133,096\$

## 45. Cryptocurrencies/Virtual Currencies

45.1 The Company may, at its sole discretion, offer CFDs on cryptocurrencies for trading on its Online Trading Facility, from time to time. Cryptocurrencies, when used in the context of this Agreement, unless the context otherwise requires, shall mean a type of decentralized digital currency or asset which is not issued by any central bank or issuer in which encryption techniques are used to facilitate the generation of units of the currency or asset and verify the transfer of units.

45.2 The Client hereby acknowledges and accepts that the Cryptocurrencies are traded on unregulated decentralized digital exchanges. Accordingly, the price formation and price movements of these products depend solely on the internal rules of the particular digital exchange which may be subject to change at any point in time and without prior notice. In this respect, the Client further acknowledges and accepts that this may be substantially higher compared to the Financial Instruments offered by the Company and may result in significant loss over a short period of time.

45.3 The market and pricing data on Cryptocurrencies are derived from the digital decentralized exchanges that the Cryptocurrencies are traded on. Due to the fact that the market and data pricing formation rules on Cryptocurrencies, they

may be subject to changes in the relevant digital exchange's discretion at any time. Likewise, such digital exchanges may introduce trading suspensions or take other actions that may result in the suspension or cessation of trading of such exchanges or the price and market data feed becoming unavailable to the Company. The above factors could result in material adverse effect on the Client's Open Positions, including the loss of all of the Client's invested capital. Where a temporary or permanent disruption to or cessation of trading occurs on any digital exchange from which the Company derives their price feeds for the relevant Cryptocurrency, the Client's positions in such Cryptocurrency may be unable to close or liquidate their position or withdraw any funds related to such position until the trading on the relevant digital exchange resumes (if at all). The Client accepts that where trading resumes again at either the relevant initial digital exchange or on any successor exchange thereof, there may be significant price differential (price gapping) which may impact the value of the Client's CFD positions in the relevant Cryptocurrencies and result in significant profit or losses. Where trading does not resume, all of the Client's invested capital could be, potentially, lost. The Client hereby acknowledges that they have been informed by the Company of and understands this particular risk into account when taking investment decisions in respect of trading CFDs on Cryptocurrencies.

45.4 The Client hereby acknowledges, represents, and warrants to the Company that, when trading in CFDs on Cryptocurrencies, the Client fully understands the specific characteristics and risks to these Cryptocurrencies and that trading in Cryptocurrencies and/or CFDs on Cryptocurrencies is not appropriate for all investors.

## 46. Third Party Technology

46.1 The Company makes use of third-party technology to collect information required for traffic measurement, research, and analytics. Use of third-party technology entails data collection. The Company, therefore, informs the Client, and the Client acknowledges and accepts, that the Company enables third parties to place or read cookies located on the browsers of users entering the Company's domain. Said third parties may use web beacons to collect information through advertising located on the Company's Website. In case the Client does not agree to the use of such cookies, the Client may change their browser settings to refuse or disable Local Shared Objects and similar technologies; however, understands that by doing so, some of the functionality of the Company's Services may be disabled.

#### **47. Review of the Agreement**

47.1 The Agreement is reviewed by the Compliance Function on a regular basis and at least once a year.

47.2 The Company will update the Agreement whenever necessary. Updates may occur in case of:

- a) Changes in legislation.
- b) Changes in the Company's business operations, including the implementation of new systems.
- c) Organizational changes within the Company.
- d) New internal rules, procedures or policies within the Company.
- e) Emerge of new risks.
- f) Changes in technologies.

#### **48. Recording of Telephone Calls and Records**

48.1 As a regulated entity, the Company is obliged to keep records of all services and activities provided, as well as for all transactions undertaken. The Company therefore records all communication, including any incoming and outgoing

telephone communication as well as all other electronic communication relating to any transactions concluded when providing services that relate to reception, transmission, and execution of Client orders as well as for quality monitoring, training, and regulatory purposes. The Company will also record any other communication between them and the Client, including chat messages, e-mails, and other electronic communications, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of the Client order services. The Company reserves the right to use these records where it deems necessary including, but not limited to, dispute resolution situations.

48.2 All records are stored by the Company in a durable medium, which allows repaying or copying such records, as well as retain them in a form that does not allow the Company to alter or delete the original version. The Company may provide copies of such recordings to regulatory authorities upon their request, in order to comply with its regulatory obligations, without the Client's consent.

48.3 The Company will keep copies of any such records for any period of time required by the applicable laws and regulations as amended from time to time, starting from the date on which the record is created.

48.4 The Client understands and accepts that they have been notified in advance, about the recording of any telephone communications or electronic communication between the Company and the Client, according to the notification expressed in this paragraph.