

## **CLIENT AGREEMENT**

### **1. Introduction**

- 1.1 This Client Agreement is entered by and between APME FX Trading Europe Ltd (hereinafter called the "Company" or "us") on the one part and the Client (which may be legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (hereinafter called the "Client" or "you"), on the other part.
- 1.2 The Company is authorised and regulated by the Cyprus Security and Exchange Commission ("CySEC") as a Cyprus Investment Firm (hereinafter called "CIF") to offer certain Investment and Ancillary Services and Activities under the Investment Services and Activities and Regulated Markets Law of 2017 L.87(1)/2017 (hereinafter called the "the Law"), with CIF license number 335/17. It is registered in Cyprus under the Companies Law, with registration number HE 347219. Its registered office is at Kyriakou Oikonomou 21, Office 1, 3040, Limassol, Cyprus
- 1.3 This Client Agreement together with its Appendices 1 and 2 and any other Appendices added thereto and the following documents which are found on the Website of the Company in the Client Section, as amended from time to time: "Website Use", "Privacy Notice", "Company Information", "Terms of Business", "Client Categorisation Policy", "Investor Compensation Fund", "Summary of Conflicts of Interest Policy", "Summary Best Interest and Order Execution Policy", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", "Cookies Policy" (hereinafter all called together the 'Agreement') set out the terms and conditions upon which the Company will offer Services to the Client. In addition, the various documents above set out the matters which the Company is required to disclose to the Client under the Applicable Regulations.
- 1.4 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).
- 1.5 The Agreement shall be binding upon and shall inure to the benefits of the Parties and their permitted successors and assigns.

### **2. Interpretation of Terms**

2.1 In this Agreement:

**"Abusive Trading"** shall include any of the following actions such as, but not limited to pip-hunting, placing "buy stop" or "sell stop" Orders prior to the release of news relevant to the Underlying Market or Asset, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Platform, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform (Abuse of the Cancelation feature will be considered as an abuse if the Client canceled positions accede 20% of the number of executed trades from its last 25 positions) or use (without the prior and written consent of the Company) of any robots, spiders or other automated data entry system

with the Platform, use of any software which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client Account.

**"Account Opening Application Form"** shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and a Client Account, via which form/ questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

**"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 under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**"Agreement"** shall mean this "Client Agreement" together with its Appendices 1 and 2 and any other Appendices added thereto and the following documents which are found on the Website of the Company in the Client Section: "Website Use", "Privacy Policy", "Company Information", Terms of Business, Client Categorisation Policy, Investor Compensation Fund, Summary of Conflicts of Interest Policy, Summary Best Interest and Order Execution Policy, Risk Disclosure and Warnings Notice, Complaints Procedure for Clients, Cookies Policy, as amended from time to time.

**"Applicable Regulations"** shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Cyprus or of the European Union.

**"Ask"** shall mean the higher price in a Quote at which the price the Client may buy.

**"Authorised Representative"** shall mean the person of paragraph 27,4. of this Client Agreement.

**"Automatic Orders"** shall mean all Orders automatically by following/copying the trading activity of a Signal Provider.

**"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.

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

**"Business Day"** shall mean any day, other than a Saturday or a Sunday, Or the 25th of December, Or the 1st of January or any other Cyprus or International holidays to be announced on the Company's Website.

**"Client Account"** shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

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

**"Contract Specifications"** shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time. They are found on the Platform and/or the Website.

**"Currency of the Client Account"** shall mean the currency that the Client Account is denominated in, which may be Euro and US Dollar 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 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.

**"CySEC"** shall mean the Cyprus Securities and Exchange Commission, which is the Company's supervisory authority.

**"CySEC Rules"** shall mean the Rules, Directives, Regulations, Guidance notes, opinions or recommendations of CySEC.

**"Difference"** shall mean the difference in price upon the opening of a Transaction and the closing of such Transaction.

**"Equity"** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

**"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, the Direction (Buy or Sell), the volume, type of Underlying Asset, if the 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 and or Take Profit etc.

**"Event of Default"** shall have the meaning given in paragraph 10.1. of this Client Agreement.

**"Expert Advisor"** shall mean a mechanical online trading system designed to automate trading activities on the Platform. It can be programmed to alert the Client of a trading opportunity and can also trade his Client 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.

**"Financial Instrument"** shall mean the Financial Instruments under the Company's CIF license which can be found in the document "Company Information". It is understood that the Company does not necessarily offer all the Financial Instruments which appear on its CIF license but only those marketed on its Website, from time to time.

**"Floating Profit/Loss"** in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

**"Force Majeure Event"** shall have the meaning as set out in paragraph 20.1. of the Client 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 less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

**"Hedged Margin"** for CFD trading shall mean the necessary amount of money required by the Company so as to open and maintain Matched Positions.

**"Initial Margin"** for CFD trading shall mean the necessary amount of money required by the Company so as to open a position.

**"Introducer"** shall have the meaning as set out in paragraph 27.1. of this Client Agreement.

**"Investment Services"** shall mean the Investment Services under the Company's CIF license which can be found in the document "Company Information".

**"Leverage"** for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

**"Long Position"** for CFD trading shall mean a buy position that appreciates in value if Underlying Market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**"Lot"** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**"Lot Size"** shall mean the number Underlying Assets in one Lot of a CFD.

**"Maintenance Margin"** shall mean the necessary guarantee funds so as to maintain an Open Position.

**“Management Fee”** shall mean a fee for holding open position in Physical Stocks. This fee will be charged at the end of each business day and each Wednesday the fee will be tripled.

**“Margin”** shall mean the necessary guarantee funds so as 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 funds when the Client does not have enough Margin to open or maintain Open Positions.

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

**“Margin Trading”** for CFD 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”** for CFD trading 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 so as to maintain Open Positions.

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

**“Open Position”** shall mean any Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to trade in Financial Instruments.

**“Parties”** shall mean the parties to this Agreement –i.e. the Company and the Client.

**“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.

**“Professional Client”** shall mean a “Professional Client” for the purposes of CySEC Rules, as specified in the Client Categorisation Policy.

**“Prohibited Action”** shall mean the actions as set out in Terms of Business.

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

**“Quote”** shall mean the information of the 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.

**“Quotes Base”** in relation to CFD trading shall mean Quotes Flow information stored on the Server.

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

**“Retail Client”** shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the Client Categorisation Policy.

**“Robot”** shall mean an automated trading software that trades automatically the CFDs.

**“Services”** shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 6.1. of this Client Agreement.

**“Short Position”** for CFD trading shall mean a sell position that appreciates in value if Underlying Market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**“Physical Shares”** shall mean equity investments that represent ownership in a company that are traded on the major stock exchanges.

**“Signal Provider”** shall mean a person who has agreed to provide the Company with information about his trading, which may be followed by other Clients via the Automatic Orders.

**“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.

**“Social Trading”** shall mean trading in CFDs via the use of the Automatic Orders, whereby the Client is following/copying the trading activity of a Signal Provider, as opposed to manually placing Orders himself.

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

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

**“Terms”** and/or **“Terms of Business”** mean Terms of Business governing all the actions that relate to the execution of the Client’s trades.

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

**“Transaction”** shall mean any CFD or Physical Share transaction arranged for execution on behalf of the Client under this Agreement.

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

**“Underlying Asset”** shall mean the object or underlying asset in a CFD which may be Currency Pairs, Futures, Metals, Equity Indices, Stocks and Commodities. It is understood that the list is subject to change and Clients must refer each time on the Platform.

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

**“Website”** shall mean the Company’s website at or [www.apmefx.com](http://www.apmefx.com) and any other website as the Company may maintain as its brands.

**“Written Notice”** shall have the meaning set out in paragraphs 17.3. and 17.4. of the Client Agreement.

2.2. 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 all other legal entities and vice versa.

2.3. Paragraph headings are for ease of reference only and shall not affect interpretation of this Agreement.

2.4. Capitalized terms used herein that are not defined herein shall have the meaning set out in the CySEC Rules.

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

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

3.1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has 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 (including without limitation anti-money laundering checks, appropriateness or suitability tests, as the case may be) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. The Company has a discretionary right not to accept any natural person or legal person as a Client.

- 3.2. The Agreement shall take effect and commence upon the receipt by the Client of (i) a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Client Account has been opened for him, and/or (ii) any other affirmation and/or action that lead to opening of a Client Account.

#### **4. Client Categorisation**

- 4.1. According to Applicable Regulations, the Company has to categorize its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. This categorization shall depend on the information provided by the Client in his Account Opening Application Form and according to the method of categorisation as this method is explained under the Client Categorisation Policy. By accepting this Agreement, the Client accepts application of such method. The Company will inform the Client of his categorization according to Applicable Regulations. The Client has the right to request different categorization. Categorization as a Retail Client offers greater protection. Retail Clients are entitled to more detailed information under Applicable Regulations. The Company cannot enter into title transfer financial collateral arrangements with Retail Clients. Remuneration practices which could provide an incentive to the Company's staff to recommend a particular financial instrument to a Retail Client when the Company could offer a different financial instrument which would better meet that Client's needs are also prohibited. In the case of Professional Clients and Eligible Counterparties, the Company may agree to provide more limited information as provided by Applicable Regulations.
- 4.2. The Client accepts that when categorising the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Account Opening Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.
- 4.3. It is understood that the Company has the right to review the Client's categorisation and change his categorisation if this is deemed necessary (subject to Applicable Regulations).

#### **5. Assessment**



- 5.1. In providing the Services of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge, experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge, experience, ability to bear losses and risk tolerance or where he provides insufficient information regarding his knowledge, experience, ability to bear losses and risk tolerance, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company is entitled, at its sole discretion, to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever it deems necessary. The Company shall assume that information about his knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.
- 5.2. In providing the Investment Services of Investment Advice and/or Portfolio Management, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client (for example via the Client Account Application Form) regarding the Client's knowledge, experience in the investment field relevant to the specific type of Financial Instrument or service, as well as his financial situation including his ability to bear losses and his investment objectives including his risk tolerance, so as to be able, based on this information, to recommend to the Client the investment services and the Financial Instruments that are suitable for him/her (suitability test) and, in particular, that are in accordance with his risk tolerance and ability to bear losses. If the Company will provide the Investment Services of Investment Advice by recommending a package of bundled services or products, it will ensure that the overall bundled package is suitable for the Client and to enable the Company to act in the Client's best interest. The Company is entitled, at its sole discretion, to request additional information regarding the Client or/and to request an update of the data notified by the Client, whenever it deems this necessary. The Company shall assume that information provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes. Where the Client will engage in Social Trading, the Company will take into consideration its assessment of the Client and only provide access to Signal Providers to Clients with preferences and objectives that match the main characteristics of the service.

## **6. Services**

- 6.1. This Agreement covers the provision of the following investment and ancillary Services from the Company to the Client:
- a) Reception and transition of Orders of the Client in Financial Instruments offered by the Company from time to time.
  - b) Execution of Orders in Financial Instruments offered by the Company from time to time.
  - c) Investment advice.
  - d) Portfolio management.
  - e) Cash/collateral management, according to paragraph 12 hereunder.
  - f) Foreign currency services provided they are associated with the provision of the reception and transmission service of paragraph 6.1. (a), (b), (c) and (d) hereunder.
- 6.2. The Company shall open one or more Client Account(s) for the Client and issue access data to allow him to gain access to the Platform and place Orders manually himself and/or engage in Social Trading.
- 6.3. It is understood that not all of the Services under paragraph 6.1. of this Agreement may be applicable for each Client.
- 6.4. It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.
- 6.5. It is hereby agreed and understood that the Company reserves the right to reject a Client's request to trade in both CFDs and to allow such Client, at the Company's discretion, to trade only in either CFDs.

## **7. Advice and Commentary**

- 7.1. Unless specifically requested by the Client and agreed between the Parties in writing, the Company will not give the Client any form of Investment Advice. The Client alone will decide how to handle his Client Account, place Orders and take relevant decisions based on his own judgement.
- 7.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.
- 7.3. The Company may, from time to time and at its sole discretion, provide the Client with information, recommendations, news, market commentary or other information (hereinafter called "Information") which shall not be considered as part of its Services to the Client. The Information may also be posted to its Website and/or provided to in the form of a newsletter to all its subscribers. Where it does so:
- a) The Company will not be responsible for such Information.

- b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such Information or as to the tax or legal consequences of any related Transaction.
- c) This Information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- d) If the Information contains a restriction on the person or category of persons for whom that Information 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 made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such Information at the same time as other Clients.

7.4. It is understood that market commentary, news, or other Information provided or made available by the Company to the Client are subject to change and may be withdrawn at any time without notice.

## **8. Platform**

- 8.1. 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.
- 8.2. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his 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 transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.
- 8.3. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.
- 8.4. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).
- 8.5. 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) without any further enquiry to the Client and any such Orders will be binding upon the Client.

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

9.1. Execution of the Client Orders will be performed in line with Terms of Business and the Summary Best Interest and Order Execution Policy, which are available on the Website and may be updated from time to time.

9.2 In the case where the Client is a legal person it is obliged to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client will not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal entity identifier.

## **10. Events of Default**

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

- a) The failure of the Client to perform any obligation due to the Company.
- b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- c) The Client is unable to pay the Client's debts when they fall due.
- d) Where any representation or warranty made by the Client in paragraph 22 is or becomes untrue.
- e) An action set out in paragraph 10.2 of this Agreement is required by a competent regulatory authority or body or court.
- f) The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- g) In cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities,.
- h) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- i) The Company reasonably suspects that the Client performed a Prohibited Action as set out in the Terms of Business.
- j) The Company reasonably suspects that the Client performed Abusive Trading.
- 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 card to fund his Client Account.

10.2. 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) or suspend the Cancellation feature of the Platform.
- d) Reject or Decline or refuse to transmit or execute any Order of the Client.
- e) Restrict the Client's trading activity.
- f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country.
- g) Cancel of profits gained through Abusive Trading or the application of artificial intelligence as well as robot in the Client Account or through the performance of a Prohibited Action as set out in Terms of Business.
- h) Take legal action for any losses suffered by the Company.

## **11. Trade Confirmations and Reporting**

11.1. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements.

11.2 The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of his Order.

11.3 The Company will send a notice to the client in a durable medium as provided by Applicable Regulations confirming execution of the Order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the Company from a third party, no later than the first business day following receipt of the confirmation from the third party. Such notification will include the information provided in Applicable Regulations other than the following information which is common to all Orders:

- a) [Company identification]
- b) [Trading Date]
- c) [Type of the Order]
- d) [Instrument Identification]
- e) [Nature of the order, e.g. buy/sell]
- f) [the quantity, the unit price and the total consideration]
- g) [the total sum of commissions and expenses]

- 11.4 Furthermore, the Company shall supply the Client, on request, with information about the status of his Order.
- 11.5. If the Client has a reason to believe that a report / trade confirmation is wrong or if the Client does not receive a report / trade confirmation when he should, the Client shall contact the Company within ten (10) Business Days from the date report / trade confirmation of the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.
- 11.6 The Company will, depending on the Transaction and on whether it should be reported under Applicable Regulations, report the Transactions to the competent authority as provided by Applicable Regulations as quickly as possible and no later than the close of the following Business Day.
- 11.7 The Company will publish annually the information required in regard to Execution Venues as required by Applicable Regulations in a machine-readable electronic format, available for downloading by the Client.

## **12. Client Money Handling Rules**

- 12.1. The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions (within or outside Cyprus or the EEA) such as a credit institution or a bank in a third country. It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.
- 12.2. According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institutions (of paragraph 12.1 of this Client Agreement) and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, diversification, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect the Client's rights. Diversification requirements will not apply to client money placed with a third party merely for the purpose of executing a Transaction for the Client.
- 12.3. According to Applicable Regulations, for the purposes of safeguarding of Client money, the Company:

- a) shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
- b) shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
- c) shall at all times keep Client money segregated from the Company's own money;
- d) shall not use Client money in the course of its own business;
- e) shall take the necessary steps to ensure that Client money deposited with a financial institution (according to paragraph 12.1 of this Client Agreement) are held in an account(s) identified separately from any accounts used to hold funds of the Company;
- f) shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client' money, as a result of misuse, fraud, poor administration, inadequate record keeping or negligence.

12.4. The Company has duty to and shall exercise due skill, care and diligence in the selection of the financial institution according to paragraph 12.2. of this Client Agreement. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

12.5. The financial institution (of paragraph 12.1. of this Client Agreement) where Client money will be held may be within or outside Cyprus or the EEA. It is understood that the legal and regulatory regime applying to any such financial institution outside Cyprus or the EEA will be different from that of Cyprus. Hence, in the event of the insolvency or any other equivalent failure or preceding of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a segregated account in Cyprus.

12.6. The financial institution to which the Company will pass Client money (as per paragraph 12.1. of this Client Agreement) may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

12.7. The Company may hold Client money and the money of other clients in the same account (omnibus account).



- 12.8. The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading in his Client Account(s) under this Agreement) and the Client waives all right to interest.
- 12.9. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 12.10. The Company is a member of the Investors Compensation Fund (“ICF”). So, depending on his categorisation, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations. More details are found in the Company’s document “Investors Compensation Fund”, that can be found on the Website.
- 12.11. It is agreed that the Company shall have the right to transfer the Client money to successors or assignees or transferees or buyers, with ten (10) Business Days prior Written Notice to the Client for the purposes of paragraph 27.2. of the Agreement.
- 12.12 The Company shall not conclude title transfer financial collateral arrangements with any Client who is a Retail Client for the purpose of securing or covering present or future, actual or contingent or prospective obligations of such Client.
- 12.13 The Company shall not grant security interests, liens or rights of set-off over Client money enabling a third party to dispose of the Client's money in order to recover debts that do not relate to the Client or provision of services to the Client, unless this is required by Applicable Law in a third country jurisdiction in which the Client money may be held. If the Company will enter into such an agreement, it will amend this Client Agreement accordingly to reflect this.
- 12.14 The Company provides to the Client access to an online system on which the Client can obtain information in relation to the Client money that the Company holds on behalf of the Client, as provided by Applicable Regulations.

### **13. Deposits and Withdrawals**

- 13.1. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company as amended from time to time. The detailed information about deposit options is shown on the Website.
- 13.2. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

- 13.3. If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one (1) Business Day following the amount is cleared in the bank account of the Company.
- 13.4. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client 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.
- 13.5. Upon satisfying the terms and conditions set out in the Agreement, the Company shall execute withdrawals of Client funds from the Client Account upon the Company receiving a duly filled and signed withdrawal form (“Withdrawal Form”) in the method accepted by the Company from time to time.
- 13.6. The Company shall process the payment of the requested withdrawing amount as soon as possible but no later than the next Business Day following the submission of the Withdrawal Form, provided and only if the following requirements are met:
- a) the withdrawal instruction is submitted in a Withdrawal Form, i.e. a form prescribed and accepted by the Company and which includes all required information, including all mandatory fields in the Withdrawal Form are filled in;
  - b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account provided that such bank account belongs to the Client;
  - c) the Client has signed the Withdrawal Form and the signature of the Client on the Withdrawal Form corresponds almost exactly to the signature of the Client on his/her official ID document, passport or any other officially verified document accepted by the Company;
  - d) at the moment of payment, the Client has sufficient funds in the Client Account and processing of such request will not result in a Client receiving a Margin Call.
  - e) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal.

In case any of the above-mentioned conditions have not been met, the Company shall at its sole discretion take any necessary actions to ensure that (i) the identity of the Client is appropriately verified, (ii) the transfer is effected to the account that belongs to the Client, (iii) the Client has sufficient funds in his Client Account in order to maintain all Open Positions. All such necessary actions shall be processed in a reasonable time, which may exceed the time period set out in paragraph.

- 13.7. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not allow to make withdrawals to any other third party or anonymous account.
- 13.8. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative. The Company reserves the right to reasonably decline a withdrawal request of the Client, in case where the necessary information is not provided by the Client. The Company reserves the right to request evidence from the Client that an account is in Client's name before effecting such request. In case where Client deposits funds using a credit card, the Company reserves the right to remit funds back to the credit card used for the deposit.
- 13.9. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges. The Company is unable to be aware of the actual costs related to the Client's withdrawal transaction, as this may differ between institutions.
- 13.10. The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Internal transfers shall be subject to the Company's policy from time to time.
- 13.11. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer the Company may be unable to correct the mistake and the Client may have to bear the loss.

#### **14. Chargeback Policy**

- 14.1. The Company reserves the right to charge up to "200 USD research fee" if a chargeback is placed with the Client's credit card company (either intentionally or unintentionally) for any deposit made to the Client Account. This fee will be used to cover all investigative expenses to prove that the deposit was made the Client upon receiving the chargeback from the Company's merchant provider.
- 14.2. All fraud including credit card fraud will not be accepted by the Company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on the Company will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.
- 14.3. The Company has systems installed to monitor fraudulent activities and any transactions that are detected are immediately cancelled along with any Orders associated with the transaction.

14.4. Any chargebacks made to the Company will be regarded as fraudulent if no attempt is made by the Client to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for the Company and therefore:

- a) When suspicious activity relating to any deposit is detected by the Company, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to the Client Account will also be temporarily prohibited in order to reduce the Client's exposure to risk.
- b) All reviews are generally completed within one (1) Business Day; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by the Company's compliance department. As a backup precaution, the Company may also make direct contact with the Client. The deposit will be immediately cancelled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk. In addition, it is at the Company's sole discretion to close any (and all) of the Client Accounts in such cases. Any active Orders will be cancelled immediately if associated with the same fraudulent credit card and/or Client Account.
- c) Any chargeback case that is made against the Company and is not successful will result in the sum being reimbursed to the Company along with charges for research and processing totaling 400 USD (the '200 USD research fee' as mentioned above and an additional '200 USD administrative processing fee'). Through this Agreement, the Client hereby gives his permission for any charges to be made to his credit card; if these charges are in anyway disputed, the Company reserves the right to take any legal action necessary in order to recover any losses associated with these claims.
- d) Any charges that are made against the Company and result as inconclusive will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of the Client's actions; in some countries this may lead to the Client's credit rating being affected for a number of years. Once the case reaches this stage, no settlement of the Client's debt will be accepted, the Company will only accept full payment. The Client's local police department will also be informed and all necessary action will be taken as allowed by law.
- e) In addition, the Company will exercise its right to block the Client's access to the Platform and close the Client Account with the Company. Consequently, any profits or revenues may be seized and the Company reserves the right to inform any third party. The Company is continually developing its tools to monitor any fraudulent activity and any cases from such activity will be decided on case by case basis and any decision made shall be final and non-negotiable.
- f) The Company reserves the right to deduct the disputed amount until any investigation is completed.

14.5. Fraud is taken very seriously by the Company, all IP addresses are monitored and logged and any fraudulent chargebacks will be investigated fully under the law.

## **15. Fees, Taxes and Inducements**

- 15.1. The Company reserves the right to change its fee at any time with prior notice of three (3) Business Days. The up-to-date Fee structure of the Company can be located here: [www.apmefx.com](http://www.apmefx.com) in the Section Trading. The Client should refer to the aforementioned link regularly for any updates.
- 15.2. 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 hereunder.
- 15.3. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.
- 15.4. Should the Company pay or receive any fees, costs or inducements for the introduction of the Client or associated with trading in CFDs or Physical Shares, it shall notify the Client according to Applicable Regulations.
- 15.5. Before the Client places any Orders with the Company the Client should refer to the prices, charges and spreads and Maintenance Fee or Swaps and Management Fee published on the Website, which are binding on both Parties. From time to time, the Company, in its absolute discretion, may offer lower prices or spreads than the ones published on the Website at that time. The Client will be informed ex-ante and ex-post about the costs and associated charges and Maintenance Fee related to trading in CFDs and Physical Shares as provided by Applicable Regulations. The Client will also be informed of the applicable prices, charges, Maintenance Fee and spreads and any terms and conditions. This does not affect the commitment of the Company to offer the same level and quality of service to all Clients.

## **16. Language**

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

## **17. Communications and Written Notices**

- 17.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by the Client under the Agreement (other than Orders) shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose)

by email, facsimile, post if posted in Cyprus, or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Address: Kyriakou Oikonomou 21, Office 1, 3040, Limassol, Cyprus

Email: [info@apmefx.com](mailto:info@apmefx.com)

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

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

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

17.5. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

- a) If sent by email, within one (1) hour after emailing it and provided the email has left from the Company's outlook.
- b) If sent by the Platform's internal mail, immediately after sending it.
- c) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.
- d) If sent by telephone, once the telephone conversation has been finished.
- e) If sent by post, three (3) Business Days after posting it.
- f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
- g) If sent by air mail, eight (8) Business Days after the date of their dispatch.
- h) If posted on the Company Webpage, within one (1) hour after it has been posted.

17.6. 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 latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

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

17.8. 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.

17.9. Orders shall only be placed on the Platform or via phone.

## **18. Confidentiality, Recording of Telephone Calls and Records**

18.1. The Company may collect client information also of confidential nature directly from the Client (in his 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.

18.2. As part of the Company's client account opening procedures and ongoing obligations, needs to abide with the legislative framework currently in place with the Cyprus Securities and Exchange Commission ('CySEC'). Specifically, the Company shall comply with its legal obligations under the AML Law (Law 13(I)/2018), as amended, and the Prevention and Suppression of Money Laundering and Terrorist Financing Law of 2007-2019 and the AML Directive (Consolidated Directive and Directive of 2020 of CySEC for the Prevention and Suppression of Money Laundering and Terrorist Financing) for the establishment on the Client's economic profile and prevention of money-laundering as well as abide with the relevant record keeping obligations under the European Commission Delegated Regulation (EU) 2017/565 ('Delegated Regulation') and Law 87(I)/2017 for establishing the suitability and appropriateness of each Client based on the services offered by each CIF (Suitability & Appropriateness Tests) and recordings of telephone conversations, client transactions, FATCA and CRS.

18.3. Telephone conversations and communications between the Client and the Company as well as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders are recorded and kept by the Company and such recordings and communication will be the sole property of the Company. The Client accepts such recordings or communication as conclusive evidence of the Orders or conversations so recorded. A copy of such recordings and communications as well as internal communications which relate to the Client` affairs and/or Transactions and/or Orders will be available on request by the Client for a period of five (5) years and where requested by CySEC for a period of up to seven (7) years.

## **19. Amendment of the Agreement**

**Please refer to the Company's Terms of Business available on** the Company's Website.

## **20. Force Majeure**

20.1. A Force Majeure Event includes without limitation each of the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.



- (c) Labour disputes and lock-out.
  - (d) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms.
  - (e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.
  - (f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company).
  - (g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.
- 20.2. 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) Change Stop Out Level.
- 20.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption,

or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

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

- 21.1. In the event the Company provides the Information as specified in paragraph 7.3. of this Client Agreement, the Company shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.
- 21.2. The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to certain situation/circumstances specified in the Terms of Business.
- 21.3. The Company shall in 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).
- 21.4. 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).

## **22. Representations and Warranties**

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

- a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
- b) The Client is of sound mind and capable of taking decisions for his own actions.
- c) There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- e) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.
- f) The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder.
- g) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.

- h) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- i) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- j) The Client has read and fully understood the terms of the Agreement including the information in the Appendixes.
- k) The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- l) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve (12) 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 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 the USA and North Korea, as the Company does not accept Clients from these countries.
- n) He has read and understands the Risks 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 he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments of the Agreement, the Company's various policies, trading reports, and information about the nature and risks of investments by posting such information on the Website or sending via email. Should the Client wish, he may request for these to be sent by post.

### **23. Complaints and Disputes**

- 23.1. If the Client wishes to report a complaint, he may do so by following the Company's Complaints Procedure for Clients which is available on the Company's website. The Company will try to resolve it without undue delay and according to the Company's Complaints Procedure.
- 23.2. 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.
- 23.3. It is noted that the Client may have the right to make a complaint to the Financial Ombudsman of Cyprus as provided by Applicable Regulations.
- 23-4. The Client's right to take legal action remains unaffected by the existence of any complaint's procedures referred to above.

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

- 24.1. If a settlement is not reached via the Company's Complaint's Procedure, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Cyprus.
- 24.2. This Agreement is governed by the Laws of Cyprus.
- 24.3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

## **25. Severability**

- 25.1. Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market 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 or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## **26. Non-Exercise of Rights**

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

## **27. Assignment, Authorised Representative and Introducer**

- 27.1. 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 five (5) 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 a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.
- 27.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 27.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording,

correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing five (5) Business Days prior Written Notice to the Client.

- 27.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.
- 27.4. 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 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.
- 27.5. Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company, without prejudice to paragraph 27.6 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such Orders as valid and committing to him.
- 27.6. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least five (5) Business Days' notice prior the termination of the authorization date.
- 27.7. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:
- (a) if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
  - (b) if an Event of Default occurred;
  - (c) in order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws;
  - (d) in order to protect the interest of the Client.
- 27.8. In cases where the Client is introduced to the Company through a third person such as a business introducer or associate or affiliate ("Introducer"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.
- 27.9. The Client acknowledges and confirms that his Agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay

commission fees or charges to the Introducer. If such apply they will be disclosed to the Client as provided under Applicable Regulations.

## **28. Termination and Results of Termination**

- 28.1. Without prejudice to Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party.
- 28.2. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.
- 28.3. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.
- 28.4. The process of termination of this Agreement can be found in the Terms of Business.

## **29. Information Disclosure**

- 29.1 By accepting the Agreement and Terms of Business the Client hereby authorizes the Company to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable market rules, without prior notice to the Client. Moreover, the Company is entitled to disclose necessary and required information about the Client to third parties in the Republic of Cyprus, or outside of it, to facilitate the transfer of funds from the Client's credit card.

## **30. Miscellaneous**

- 30.1. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 30.2. Where the Client comprises two or more persons, the liabilities and obligations under the 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.
- 30.3. 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).

## **31. Investment Advice**

31.1. Should the Client specifically request it, the Company will provide the Client, at his request, with the Investment Service of Investment Advice; this includes information and personal advice about investment possibilities suitable to his investment profile and his specific investment objectives, in order to enable the Client, after understanding the investment risks involved in the proposed or desired Financial Instrument or service, to take his own investment decisions. In such a case, the Company will inform the Client in good time as stated in the Applicable Regulations with regard to:

- (a) the Company and its services;
- (b) the financial instruments and proposed investment strategies;
- (c) the execution venues and all costs and related charges;
- (d) whether the advice that it will provide to the Client will be independent or non-independent advice;
- (e) whether the advice is based on a broad or on a more restricted analysis of different types of financial instruments and, in particular whether the range is limited to financial instruments issued or provided by entities having close links with the Company or any other legal or economic relationships, such as contractual relationships, so close as to pose a risk of impairing the independent basis of the advice provided;
- (f) whether the Company will provide the Client with a periodic assessment of the suitability of the financial instruments recommended to that Client and if yes when and why that is likely to happen, the extent to which information will be subject to reassessment and how the Client will receive any updated recommendation(s);
- (g) whether the financial instrument is intended for retail or professional Clients, taking into account the identified target market of end users;
- (h) all costs and associated charges relating to the service of Investment Advice;
- (i) the prohibitions on inducements in the case of independent advice and how it has met the conditions for providing advice on an independent basis (where applicable);
- (j) the factors taken into consideration when selecting financial instruments (such as risks, costs and complexity);

Where advice may be offered or provided to the same Client on both an independent and non-independent basis, the Company shall explain the scope of both services to allow the Client to understand the differences between them and not present itself as an independent investment adviser for the overall activity.

When providing investment advice, the Company shall, before the transaction is made, provide to the Client in a durable medium, a statement setting out the advice provided and of



how the investment meets the Client's preferences, objectives and other characteristics of the Client as provided by Applicable Regulations.

31.2. The Company shall refuse to provide Investment Advice in any of the following cases:

- (a) of potential conflict of interest; or
- (b) the Client fails to provide or provides insufficient information with regard to the information requested at the Company's discretion; or
- (c) whenever the Company decides that the Financial Instrument or service is not suitable for the Client; or
- (d) an Event of Default of the Client.

31.3. The Investment Advice shall be given by the Company to the Client either orally or in writing.

31.4. The provision of Investment Advice shall be instantaneous and shall be exhausted when it is given to the Client.

31.5. It is understood that the Company shall not have any duty to monitor the Client's investments or the course of the Financial Instruments that the Client chooses over a specific time period nor shall it have any duty to provide continuous update to the Client regarding any developments. However, should the Company decide to undertake monitoring of the performance of the Client's investment, this shall be done at the Company's discretion and shall not create a responsibility for continuous monitoring. The Company shall be pleased to advise the Client at any specific time the Parties agree.

31.6. Once the Investment Advice is provided, the final choice for effecting or not any transaction in Financial Instruments lies with the Client and he shall be solely responsible for any unexpected return of any investments.

31.7. The Company may, upon the Client request, provide administrative assistance to the Client to fill in the various forms and applications. The Client however will always sign all required dealing instructions and any required forms and documentations personally. In addition to administrative assistance, should the Client wish, the Company may offer him with the Investment Service of Reception and Transmission of Orders. It is also possible for the Company to refer a Client to a third party discretionary fund manager where the Client would sign and agree terms with the manager directly.

31.8. It is agreed and understood that any information or recommendations by the Company which are made available in any way to the Client within the framework of Investment Advice, are strictly personal, are addressed to the Client only, and their publication, reproduction or disclosure in any way by the Client to any third party is forbidden and the Company shall have no liability towards third parties for this reason.

- 31.9. The provision of Investment Advice shall be subject to fee to the Company. The fees shall appear in the Website or agree upon individually with the Client.
- 31.10. If the Company will be providing to the Client independent investment advice, the Company will not (to the extent prohibited by the Law) accept and retain fees, commissions or any monetary or non-monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the provision of the service to the Client.
- 31.11. If the Company will be providing to the Client independent investment advice, the Company will return to the Client any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to the Client as soon as reasonably possible after receipt. All fees, commissions or monetary benefits received from third parties in relation to the provision of independent investment advice to you shall, in such a case be transferred in full to the Client.

## **32. Portfolio Management Service**

- 32.1. If the Client wishes so and subject to the Client's obligations being fulfilled and all internal Company tests (i.e. suitability test) being duly satisfied, the Company will offer to the Client access to use the Social Trading features of the Platform (as described in Appendix 2 hereunder), which involve the provision of the Service of Portfolio Management.
- 32.2. For the purposes of the provision of the Portfolio Management Service only, the Client hereby appoints the Company as a manager of his Portfolio ("Portfolio" - shall mean the portfolio of cash and Financial Instruments in the Client Account), which provides the Company's authority to automatically conclude any Transactions or Orders and perform operations with the Client's Portfolio on a discretionary basis without preliminary consultations or approvals each time with the Client.
- 32.3. In providing the Portfolio Management Service to the Client, the Company shall have the right (and without prior reference to the Client):
- a) purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments;
  - b) execute Orders with the Company's execution venues, including Orders outside regulated markets and multilateral trading facility as defined in the Law, for example enter into over the counter transactions ("OTC");
  - c) debit or credit the Client Account.
- 32.4. For the avoidance of any doubt, in offering the Service of Portfolio Management, Orders will be executed according to "Summary Best Interest and Order Execution Policy", which is available on the Company's Website and the Agreement, hence any reference to placement or execution of Orders in the Agreement (unless specifically differentiated

or the meaning commands otherwise) shall also cover Orders placed or executed under the Service of Portfolio Management.

32.5. According to Applicable Regulations, the Company's periodic reporting to Clients for the provision of the Portfolio Management Service, shall contain a fair and balanced review of the activities undertaken and of the performance of the portfolio during the relevant period as well as the following information, as applicable:

- a) the time period for which the information contained in the report relates to;
- b) the name of the Company;
- c) the full name, in case of a physical person or the trade name in case of a legal person or other designation of the Client Account;
- d) a statement of the contents and the valuation of the Portfolio, including details of each Financial Instrument held, its market value, or fair value if market value is unavailable and the cash balance at the beginning and at the end of the reporting period, and the performance of the Portfolio during the reporting period;
- e) the total amount of fees and charges incurred during the reporting period, itemizing at least total management fees and total costs associated with execution, and including, where relevant, a statement that a more detailed breakdown will be provided upon request;
- f) a comparison of performance during the period covered by the statement with the investment performance benchmark if so agreed between the Company and the Client;
- g) the total amount of dividends, interest and other payments received during the reporting period in relation to the Client's Portfolio consisting of all his investments;
- h) information about other corporate actions giving rights in relation to Financial Instruments held in the Portfolio;
- i) unless the Client elects to receive information about executed transactions on a transaction-by-transaction basis immediately after each executed Order in a durable medium, the following information for each Transaction executed during the period where relevant:
  - the trading day;
  - the trading time;
  - the type of the Order;
  - the venue identification;
  - the instrument identification;
  - the buy/sell indicator;
  - the nature of the Order if other than buy/sell;
  - the quantity;
  - the unit price;
  - the total consideration;
  - the total commissions and expenses.
- j) other information in accordance to Applicable Regulations.

- 32.6. The value of the Portfolio will be the Balance in the relevant Client Account. The initial value of the Client's Portfolio will be the one at the date the Company provides access to the Social Trading features. In the event of termination of the Agreement, the final value of the Portfolio will be the value of the portfolio on the date of termination.
- 32.7. The value of the Client's Portfolio may be calculated at the end of each Business Day and may be observed on the Platform at the end of the Business Day.
- 32.8. When providing to the Client the Portfolio Management Service, the Company will not (to the extent prohibited by the Law) accept and retain fees, commissions or any monetary or non-monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the provision of this service to clients.
- 32.9. The Company will provide the Client with an online access to the Platform(s) used by the Client, which will provide him with an information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements. Where the Company deems that the information that will be provided by the Platform is inadequate and does not meet the requirements of Applicable Regulations, the Company may provide statements to the Client in a durable medium once every three months or if the Client's Portfolio is a leveraged portfolio, at least once a month.
- 32.10. The Client undertakes to and is obliged to assess the performance of his Portfolio as well as of individual Signal Providers which he may be copying from time to time to assess the overall performance of his Portfolio and/or any particular Financial Instrument. The Platform will provide information which will enable the Client to assess whether his Portfolio or particular Financial Instrument has diminished and/or increased in value.

## **Appendix 1 – CFD TRADING TERMS**

### **1. Scope**

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

### **2. Types of CFD Orders**

2.1. The following CFD Orders may be given by the Client:

- (a) Buy
- (b) Sell
- (c) Sell Limit, Sell Stop
- (d) Buy Limit, Buy Stop
- (e) Take Profit, Stop Loss
- (f) Set Expiry date
- (g) Any other Orders available on the Platform.

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

3.1. It is understood that additional terms, conditions, requirements, functionalities and limitations may apply for CFD trading which are available on each Platform the Client agrees that he is bound by them, and the Company has the right to change these without any prior notice to the Client; therefore, the Client agrees to check for such changes before placing a new CFD Order. In addition, CFD Orders are placed and executed in accordance to the Contract Specifications, the financing charges, the Rollover Policy and the trading hours, available on the Website, and the Company has the right to change these without any prior notice to the Client; therefore, the Client agrees to check for such changes on the Company's Website before placing a new CFD Order. The Client also agrees to pay applicable Management Fee for trading in Physical Shares.

3.2. Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website, as amended from the Company from time to time. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled. All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. 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.

3.3. 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.

- 3.4. 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).
- 3.5. The Client may change the expiration date of pending Orders or delete or modify a pending Order before it is executed.
- 3.6. 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.
- 3.7. Orders are executed as follows:
  - (a) Take Profit (T/P) Orders are executed at stated prices.
  - (b) Stop Loss (S/L) Orders are executed at stated prices, depending on the market opening prices.
  - (c) Stop Loss (S/L) Orders set for lock positions are executed at first market prices-at first price the Company obtains.
  - (d) Buy Stop and Sell Stop Orders for position opening are executed at first market prices-opening at the price the Company obtains.
- 3.8. During the course of this Agreement in relation to all individual CFD trading the Company will receive the Client Orders and transmit them for execution to a third party which will be the execution venue and counterparty in the CFD. A list of the Company's execution venues is available on the Website. The Company will not be the counterparty in a CFD.
- 3.9. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.
- 3.10. It is the Client's responsibility to be aware of his positions at all times.

#### **4. Quotes**

- 4.1. In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal.
- 4.2. The Quotes appearing on the Client's terminal are live. However, if there's 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 he will get the first price that will be in the market.

- 4.3. 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.

## **5. Financing Charges, Contract Specifications, Rollover Policy and Trading Hours**

- 5.1. All CFDs available with the Company will have a daily financing charge. Financing charges for different types of CFDs appear in the Contract Specifications, which are found in the Website and/or Platform.
- 5.2. All Physical Shares available with the Company will have a daily Management Fee for holding open position which will be charged at the end of each business day and each Wednesday the fee will be tripled.

## **6. Swaps**

- 6.1. The Company will display on its Website the terms, when swap points are calculated. On Wednesdays these are tripled on MT5 platform.

## **7. Lots**

- 7.1. 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, in its discretion, as defined from time to time in the Contract Specifications.

## **8. Trailing Stop, Expert Advisor and Stop Loss Orders**

- 8.1. The Client agrees that trading operations using additional functions on the Platform, such as but not limited to Trailing Stop and/or Expert Advisor or similar automated trading software are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.
- 8.2. 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.

## **9. Margin Requirements**

- 9.1. 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.



- 9.2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.
- 9.3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client ten (10) 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.
- 9.4. The Company has the right to change Margin requirements without prior notice to the Client in the case of 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.
- 9.5. The Company has the right to close and or limit the size of the Client Open Positions (New or Gross) and to refuse new Orders 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 requirement.
  - (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) In an Event of Default of the Client.
- 9.6. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due
- 9.7. When a Margin Call is made, the Client will be offered with all or any of the three options to deal with the situation:
- (a) limit his exposure (i.e. close trades);
  - (b) hedge his positions (i.e. open counter positions to the ones he has) while reevaluating the situation; or
  - (c) deposit more money in the Client Account.
- 9.8. If a Client fails to meet a Margin Call and the market works against him his positions will be closed at Stop Out level of 50% and the Company has the right to refuse a new Order. Depending on particular market conditions a Client may lose more than 50% of his margin.
- 9.9. Margin must be paid in monetary funds in the Currency of the Client Account.
- 9.10. 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.

## **10. Benefits**

10.1. At the discretion of the Company and subject to Applicable Regulations, the Company shall have the right from time to time to provide its Clients with various benefits compliant with Applicable Regulations (hereinafter all together the “Benefits”). Additional terms and conditions may apply for the Benefits each time.

## **11. Robot Trading**

11.1. Should the Client wish to use Robot, he must first obtain the prior written approval of the Company. Breach of this obligation is considered an Event of Default.

## **12. Charges**

12.1. The Company obtains its price for Swaps, Commissions, Spreads in relation to any given type of CFD or Physical Share from a third party. It is noted that the Company receives commissions/inducements from third party financial institutions or is receiving its commission out of the mark-ups it adds on the prices it obtains from third party financial institutions in which Clients` Orders are transmitted for execution. The Company will disclose information in relation to these commissions to the Client on its Website and/or by other means as provided by Applicable Regulations (e.g. durable medium). At least once a year, the Company will inform its clients about the actual amount of payments received.

## **13. Difference and Settlement**

13.1. Upon completing a Transaction:

(a) The Client shall be liable for the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is higher than the opening price of the Transaction; or
- ii. a Buy, and the closing price of the Transaction is lower than the opening price of the Transaction.

(b) The Client shall receive the Difference if the Transaction is:

- i. a Sell, and the closing price of the Transaction is lower than the opening price of the Transaction; or
- ii. a Buy, and the closing price of the Transaction is higher than the opening price of the Transaction.

13.2. Unless the Company agrees otherwise, all sums for which either Party is liable under paragraph 13.1 above are immediately payable upon closing of the Transaction. The Client hereby authorises the Company to debit or credit the Client Account with the relevant sums at the closing of each Transaction. It is understood that once the Client places an Order, until such Order is executed and the Transaction is closed, the

Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.

## **Appendix 2 – SOCIAL TRADING TERMS**

### **1. Scope**

1.1. This Appendix 2 is applicable only to those Clients engaging in Social Trading. Social Trading involves the provision of the Investment Service of Portfolio Management.

1.2. Social Trading is only available for CFD Transactions.

### **2. Automatic Orders**

2.1. The Platform provides the Client with the ability to use the Automatic Orders. The Client agrees and understands that when activating the Automatic Orders, Orders will be placed automatically for the Client every time a data from the particular Signal Provider is generated. So, as soon as the Signal Provider places an Order for himself the Platform will automatically send a signal to the Client Account of the Client to copy/imitate the Order of the Signal Provider.

2.2. It is agreed and understood that the Automatic Orders do not require the Client's approval or confirmation or consent or his interference in the characteristics of an Order each time an Order is placed. For these purposes, the Client hereby grants to the Company authority to automatically execute all such Orders on a discretionary basis without preliminary consultations with or approvals or consent from the Client each time, by automatically copying the same Order of the particular Signal Provider chosen by the Client.

### **3. Signal Providers**

3.1. The Company will present on the Platform and/or its Website a list of active Signal Providers, their nicknames and their trading history. Signal Providers are also clients and not employers of the Company.

3.2. The Client acknowledges that the use or reliance of the trading history of the chosen Signal Provider does not guarantee the future performance or that the Client will not suffer losses. In providing the information of each Signal Provider on the Platform or its Website, the Company is not considered as providing advice or commendations or suggestion or proposal to choose a Signal Provider for Automatic Orders or assurance or guarantee that his future trades will be consistent with his previous successful trading activity.

3.3. It is agreed and understood that the Company does not generate, advice on or decide the trading strategy or decisions or activity of the Signal Providers.

3.4. The Client hereby acknowledges that the Company may at any time terminate its relationship with a Signal Provider, for any reason, without prior notice to the Client and hence the Client will not be able to use the Automatic Orders in relation to that Signal

Provider. The Company will not be held liable to the Client for any damages caused as a result of such an event.

#### **4. Fees**

4.1. The Client is liable to pay the fees applicable for the CFD trading, under Appendix 1. In addition, for the use of Social Trading the Client shall be liable to pay the Signal Provider with the applicable Performance Fees and each Signal Provider shall set up his own may Performance Fee, which will be visible in his profile. The Performance Fees will be paid out of the net profit (based on watermark) of the Client.

Date of the last review: September 2020