XMTRADING

CLIENT AGREEMENT TERMS AND CONDITIONS OF BUSINESS

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CLIENT AGREEMENT
TERMS & CONDITIONS OF BUSINESS

These are the entire terms and conditions that apply to the access and/or use of any of the website(s), Electronic Trading Platform(s), Software and/or Services (hereinafter, collectively, referred to as our "**Online Trading Facility**") that are provided by XMTRADING.

XMTRADING's securities business services are provided by Tradexfin Limited (operating under the trading name "XMTRADING"), which is a Securities Dealer Licensee regulated and authorized by the Financial Services Authority ("FSA") in Seychelles under the License Number: SD010 (hereinafter referred to as "**XMTRADING**" and/or "**we**" and/or "**our**" and/or "**us**"). All access and/or use of our Online Trading Facility is subject to these terms and conditions (hereinafter referred to as these "**Terms and Conditions**" and/or this "**Agreement**") in accordance with the terms hereof.

Please read these Terms and Conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you seek to become a client of XMTRADING.

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

Your access and use of our Online Trading Facility constitute your acceptance of these Terms and Conditions and any other legal notices and statements contained on or in our Online Trading Facility. Your access and use of our Online Trading Facility is governed by the version of these Terms and Conditions that is in effect on the date on which our Online Trading Facility is accessed and/or used by you. Please feel free to contact our customer support team at support@xmtrading.com for any clarifications before you continue to access and/or use of our Online Trading Facility.

We reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof. When these Terms and Conditions are modified (hereinafter referred to as "**Changes**") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such Changes. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such Changes. All amended terms shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those Changes, you should cease to access and/or use our Online Trading Facility and inform us in writing, immediately.

Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted on them. If there is a conflict or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

Trading on any financial market involves a significant level of risk. Please be aware then that the contents of our Online Trading Facility are neither a solicitation, nor an offer to enter into any transactions on the financial market(s).

The contents of our Online Trading Facility and of any communications you may receive from us, via Electronic Messaging, website postings, e-mail, telephone, telefax or otherwise, and any part of any Portal on our Online Trading Facility, in particular, are for general information and educational purposes only and do not amount to investment advice or unsolicited financial promotions to you. Please do read our "**Risk Disclosure Notice**" on our Online Trading Facility, before accessing and/or using our Online trading Facility.

Chapter A: Scope of agreement

1. Parties to the agreement

1.1. This Agreement is made between yourself, as our client (hereinafter referred to as "**you**" or "**your**" or, in general terms, the "**client**") and Tradexfin Limited, a limited liability company formed under the laws of Seychelles and regulated by the Financial Services Authority in Seychelles - License Number SD010, having its registered office at F20, 1st Floor, Eden Plaza, Eden Island, Seychelles, registered at the Government of Seychelles Companies Registry under the Number: C8413873-1), and any of its designated and permitted successors, assigns and those of its subsidiaries and other affiliates that are identified further in this Agreement (also trading under the name "**XMTRADING**" henceforth "**us**", "**our**", "**we**" or "**XMTRADING**"). This Agreement describes in full detail the Terms and Conditions you must accept, without restrictions or objections, before accessing and/or using our Online Trading Facility. Furthermore, before you access and/or use our Online Trading Facility and before you become a client of XMTRADING, you must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto, and/or incorporated herein by reference.

1.2. "**XMTRADING**" (henceforth "**us**", "**our**" or "**we**") and "**you**", as our client (henceforth "**you**", "**your**" or, in general terms, the "**client**"), may hereinafter be referred to, individually, as a "**Party**" and, collectively, as the "**Parties**".

2. Electronic signatures and acceptance of agreement(s)

2.1. You hereby expressly acknowledge and agree that: (a) by downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as the "**Account Opening Application Form(s)**") and/or clicking in the appropriate space, or on the "**I Accept**" button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, and/or (b) by accessing or using, and/or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement, as they may apply to you.

2.2. You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Online Trading Facility and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

2.3. If your signature or acknowledgement is required or requested with respect to any such document and you "click" in the appropriate space, or on the "**I Accept**" button, "**Submit**" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Online Trading Facility, you will be deemed to have 'signed' and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under any Applicable Laws, Rules and/or Regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

2.4. You hereby expressly acknowledge your understanding that you have the right to withdraw your consent

to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to and/or use of our Online Trading Facility may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

3. Acceptance & scope of agreement(s)

3.1. We shall evaluate the Account Opening Application Form(s) you submitted for the purpose of becoming a client of ours and shall inform you by e-mail whether your application is accepted or not. We reserve the right to refuse and/or decline your application(s), at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

3.2. Without prejudice to the provisions of clause 2.1 hereinabove, in particular as regards your acceptance and acknowledgement of this Agreement, we will become a counterparty bound to this Agreement, and this Agreement will become binding on us, only as of the date on which we are sending the above-mentioned confirmation e-mail, as indicated thereon (the "**Effective Date**").

3.3. This Agreement applies to all of our Online Trading Facility, including, without limitation, all electronic Content thereof and/or Software provide thereon (including, without limitation, all real time information about the Price Quotes of Supported Securities provided thereon); as well as all program facilities for executing Transactions in Supported Securities via our Online Trading Facility via the Internet, Electronic Messaging, website postings, e-mail, phone, fax or otherwise, and any other features, content or services that we may add in the future.

3.4. Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

3.5. We may, from time to time, send to you further communications in respect of certain Transactions and/or Contracts, which may contain specific legal and/or contractual provisions applicable with respect to such Transactions and/or Contracts. In the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its annexes, appendices, addenda, attachments, schedules and/or exhibits, and the legal and/or contractual provisions set forth in such communications to you in respect of certain Transactions and/or Contracts, the latter shall prevail. The fact that a legal and/or contractual provision is specifically set forth herein, or is included in a specific communication to you, in respect of one particular Transaction and/or Contract, shall not preclude a similar legal and/or contractual provision being expressed or implied, or being applicable, in relation to any other Transaction and/or Contract.

4. Authorization

4.1. Our Online Trading Facility is available to, and may only be used by individuals, which can form legally binding contracts under the law applicable to their country of residence Without limiting the foregoing, our Online Trading Facility is NOT available to persons who are under the age of 18, or otherwise under legal age in their country of residence (hereinafter referred to as "**Minors**"), or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence.

4.2. **IF YOU ARE A MINOR, OR IF YOU CANNOT FORM LEGALLY BINDING CONTRACTS UNDER THE LAW(S) APPLICABLE IN YOUR COUNTRY OF RESIDENCE YOU MAY NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY. IF YOU DO NOT QUALIFY, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.**

4.3. For avoidance of doubt, we shall not be responsible for any unauthorized access and/or use by Minors of

our Online Trading Facility in any way or manner and we are not responsible for determining whether any Transactions and/or Contracts you may enter into via our Online Trading Platform are suitable, appropriate or advisable to you.

4.4. In accordance with the foregoing, you hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you are an individual who can form legally binding contracts under the laws applicable in your country of residence; (b) if you are an individual, that you are above the age of 18 or otherwise above the legal age in your country of residence; (c) that all of the information provided by you to us for the purposes of, or in the context of, opening an account with us and/or accessing and/or using our Online Trading Facility (in particular, but without limitation, in your Account Opening Application Form(s)) is correct and current; (d) that you have all necessary rights, power, and authority to enter into this Agreement and to perform the acts required of you hereunder; (e) that you are not a politically exposed person and you do not have any relationship (e.g., relative, associate, etc.) with a person who holds or held during the last three (3) years any public position; (f) you are not an employee of a Listed Company.

4.5. We do not accept any trading from clients who are employed by a Listed Company. We reserve the right in such cases, in our sole discretion, to impose any restrictions deem appropriate on your trading account(s), including the immediate termination of our business relationship, and thus, the close-out of any open Transactions and/or Contracts without prior notice and without being obliged to provide you with any explanation or justification.

4.6. **IF ANY OF THE STATEMENTS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH IS UNTRUE OR INACCURATE WITH RESPECT TO YOU, PLEASE INFORM OUR CLIENT SUPPORT TEAM IMMEDIATELY IN WRITING AND WE SHALL INFORM YOU IF, HOW AND/OR WHETHER YOU MAY CONTINUE TO ACCESS AND/OR USE OUR ONLINE TRADING FACILITY.**

4.7. Byn agreeing to these Terms and Conditions, you authorize us, or agents acting on our behalf to investigate your credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as we shall deem appropriate to verify such information. You further authorize us to investigate any current and past investment activity, and in connection therewith, to contact such, exchanges, broker/dealers, banks, and others as we shall deem appropriate.

5. Experience and knowledge in financial matters

5.1. Furthermore, our Online Trading Facility is available only to, and may only be used by persons who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of accessing and/or using our Online Trading Facility and entering into Transactions and Contracts via our Online Trading Facility and who have done so without relying on any information contained on, or in our Online Trading Facility and/or otherwise provided by us in relation thereto.

5.2. In accordance with the foregoing, you hereby represent, warrant and covenant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into Transactions and/or Contracts via our Online Trading Facility; (b) that you have done so without relying on any information contained on or in our Online Trading Facility and/or otherwise provided by us in relation thereto' (c) that you act as Principal and sole beneficial owner (but NOT as trustee) in entering into this Agreement and/or any Transactions and/or Contracts via our Online Trading Facility;(d) that, regardless of any subsequent determination to the contrary, trading in financial contracts, Transactions and/or Contracts via our Online Trading Facility (and in such other investments as we may from time to time agree) is suitable for you and that you are aware of all risks involved with such Transactions and/or Contracts; (e) that you are willing and financially able to sustain a total loss of funds resulting from any Transactions and/or Contracts entered into via our Online Trading Facility; and (f) that you have read, and fully understood, the

"Risk Disclosure Notices" on our Online Trading Facility.

5.3. Without prejudice to any of the foregoing, we shall not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online Trading Facility and/or entering into financial contracts via our Online Trading Facility, nor shall we be responsible for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience. **IF YOU DO NOT QUALIFY, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.**

6. Legal restrictions

6.1. Without limiting any of the foregoing, our Online Trading Facility is NOT available where it is illegal to access and/or use, and we reserve the right to refuse, decline and/or cancel our Online Trading Facility and/or any part or component thereof, at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof.

6.2. In that regard, you understand that the laws regarding financial contracts vary throughout the world, and that it is **your**, and only **your** obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation, with regard to accessing and/or using our Online Trading Facility. For avoidance of doubt, the ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities you may undertake through it, is/are legal under the laws, regulations or directives relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation. **IF OUR ONLINE TRADING FACILITY, AND/OR ANY ACTIVITIES YOU MAY UNDERTAKE THROUGH IT, IS/ARE NOT LEGAL UNDER THE LAWS, REGULATIONS OR DIRECTIVES RELEVANT TO YOUR COUNTRY OF RESIDENCY, OR, IN THE CASE OF A LEGAL ENTITY, IN ITS COUNTRY OF FORMATION, INCORPORATION AND/OR DOMICILIATION, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.**

6.3. Our Online Trading Facility does NOT constitute, and may NOT be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any person to whom it is unlawful to make such an offer and/or solicitation. Access to and/or use of our Online Trading Facility, and the offering of financial contracts via our Online Trading Facility, may be restricted in certain jurisdictions, and, accordingly, users accessing our Online Trading Facility are required to inform themselves of, and to observe, such restrictions.

IMPORTANT NOTE: WE DO NOT ACCEPT ANY TRADING FROM CLIENTS RESIDING IN THE UNITED STATES. WE RESERVE THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR PRE-CONDITIONS TO ACCEPT CLIENTS RESIDING IN OR FROM SPECIFIC COUNTRIES AT ANY TIME AND AT OUR SOLE AND EXCLUSIVE DISCRETION, WITHOUT BEING OBLIGED TO PROVIDE ANY EXPLANATION OR JUSTIFICATION.

7. Amendments

7.1. We reserve the right to amend, alter, modify, delete or add to any of the provisions of this Agreement at any time and at our sole discretion, without giving any advance or prior notice.

7.2. When these Terms and Conditions are modified (hereinafter referred to as "**Changes**") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is **your** duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such Changes. Therefore, you should

review these pages from time to time so as to ensure that you will be aware of any such Changes.

7.3. All amended terms shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner.

7.4. Your continued access and/or use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. **IF YOU DO NOT WISH TO BE BOUND BY SUCH CHANGES, YOU SHOULD CEASE TO ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING, IMMEDIATELY.**

7.5. Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

8. Entire agreement - severability

8.1. This Agreement (together with its annexes, appendices, addenda, attachments, schedules and exhibits and/or amendments) represents the entire agreement between you and us concerning the access and use of our Online Trading Facility and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communications or understandings between you and us, except as determined and/or stated otherwise "in the terms agreed upon by mutual consent of the Parties".

8.2. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Laws, Rules and/or Regulations. Whenever there is any conflict and/or discrepancy between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

8.3. Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

8.4. With respect to the provisions of this Agreement, which are held to be invalid or unenforceable, in whole or in part, the Parties will negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed herein and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

8.5. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with the existing applicable law.

9. Definitions

9.1. For the purpose of this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold and italics: (A) hereinafter, under the heading "**Definitions**"; and (B) throughout this Agreement:

9.1.1. "**Account**", when used in this Agreement, unless the context otherwise requires, shall mean, the uniquely assigned account that is created for a client when such client opens a trading account with us;

9.1.2. "**Account Opening Application Form(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the account opening documentation and forms posted on our Online Trading Facility, which need to be completed by prospective clients for the purpose of opening an Account with us; we reserve the right to refuse and/or decline your account opening application(s), at our sole discretion and for any reason, without being obliged to provide any explanation or justification;

9.1.3. "**Act**", when used in this Agreement, unless the context otherwise requires, shall mean, the Securities Act 2007, as the same may be modified and amended from time to time;

9.1.4. "**Affiliate/Introducer of Business**" when used in this Agreement, unless the context otherwise requires, shall mean the individual or entity which applies for membership to the Company's Affiliate Program in accordance with the terms and conditions set therein and agrees with and accepts these terms and conditions and the Company approves his/her/its application for membership. Such individual/entity may be remunerated by the Company by receiving a one-fixed payment with respect to each introduced Client as identified and approved by the Company and no other payment shall be payable or paid;

9.1.5. "**Agent**", when used in this Agreement, unless the context otherwise requires, shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity, but in his/its own name;

9.1.6. "**Agreement**", when used herein, unless the context otherwise requires, shall mean this Agreement, inclusive of all of its annexes, appendices, addenda, attachments, schedules and exhibits and amendments, as the same may be in force from time to time and modified or amended from time to time;

9.1.7. "**Anti-Money Laundering ("AML") Legislation**", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, Anti-Money Laundering and Countering the Financing of Terrorism Act 2020 and Anti-Money Laundering and Countering the Financing of Terrorism Regulations 2020, as the same may be in force from time to time and modified or amended from time to time;

9.1.8. "**Applicable Laws and Regulations**", when used in this Agreement, unless the context otherwise requires, shall mean, collectively, (A) the **Act**, (B) the **Securities (Contact of Business) Regulations 2008**, (C) the **Securities (Financial Statements) Regulations 2008**, (D) the **Securities (Advertisements) Regulations 2008**, (E) the **Securities (Forms and Fees) Regulations 2008**, as well as (F) any other rule or regulation of a relevant governmental and/or regulatory authority, the rules of any relevant investment exchange and/or any other relevant applicable local, state, federal and international laws, rules and regulations of the countries, jurisdictions in which either one of the Parties is residing, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, as the same may be in force from time to time and modified or amended from time to time;

9.1.9. "**Associate**", when used in this Agreement, unless the context otherwise requires, shall mean an undertaking and/or a Representative whom we may appoint, or any other person with whom

we have a relationship that might reasonably be expected to give rise to a community of interest between us and them;

9.1.10. "***Authorized Person***", when used in this Agreement, unless the context otherwise requires, shall mean a person authorized by a client under a limited power-of-attorney, in accordance with these Terms and conditions, to represent such client and give instructions to us;

9.1.11. "**Balance**", when used in this Agreement, unless the context otherwise requires, shall mean the balance of a client's Account after the last Account transaction(s) made, within any given period of time;

9.1.12. "**Business Day**", when used in this Agreement, unless the context otherwise requires, shall mean any calendar day (except any Saturday or Sunday), beginning at 00:00 GMT + 2 and ending at 23:59 GMT + 2, on which banks in Seychelles are open for business;

9.1.13. "**CFD Contract" or "CFD(s)**", when used in this Agreement, unless the context otherwise requires, shall mean a contract which is a 'contract for differences' by reference to fluctuations in the price of the relevant underlying security or index; trading in CFDs is trading on the outcome of the price of an underlying exchange instrument (e.g. an equity, currency or futures), whereby such trading does not occur on a recognized or regulated "exchange"; trading in CFDs is not subject to delivery of the underlying exchange instrument and/or any other interest; accordingly, the result of trading in CFDs is the difference between sell and buy CFD transactions only;

9.1.14. "**Client**" or "**client**", when used in this Agreement, unless the context otherwise requires, shall mean "**you**" or "**your**" and, in more general terms, any person (A) who is interested in Transactions and/or Contracts, (B) who enters or has entered our Online Trading Facility, and/or (C) who has submitted to us all required Account Opening Application Form(s) - including in each instance, without limitation, an original certified unexpired government-issued identification evidencing nationality, residence and bearing a photograph (e.g., driver's license, passport, Government residency card, or similar identification), and a valid recent official utility (water, gas, electricity, etc.) bill or bank statement, in each instance not more than three (3) months old, showing name and address, as required under any relevant Anti-Money Laundering ("AML") Legislation, obligations and/or procedures applicable to us, and whom has been accepted as a client by us in accordance with the terms of this Agreement, in the manner set forth herein, and to whom Services will be provided by us;

9.1.15. "**Collateral**", when used in this Agreement, unless the context otherwise requires, shall mean any securities or other assets deposited with us as a continuing security and collateral for the payment and discharge of all obligations owing to us in relation to any Services provided by us under and/or pursuant to this Agreement;

9.1.16. "**Commission, Charges & Margin Schedule**", when used in this Agreement, unless the context otherwise requires, shall mean the schedule of commissions, charges, Margin, interest and other rates which at any time may be applicable to our Services as determined by us on a current basis; the Commission, Charges & Margin Schedule is available on our Online Trading Facility and may be supplied separately on demand;

9.1.17. "**Conflict of Interest Policy**", when used in this Agreement, unless the context otherwise requires, shall mean our prevailing policy regarding conflicts of interest, which is posted on our Online Trading Facility and may be supplied separately on demand and it is hereby mentioned by reference.

9.1.18. "**Contract**", when used in this Agreement, unless the context otherwise requires, shall mean any

contract, whether oral or written, for the purchase or sale of any commodity, security, currency or any other supported security or property, including, without limitation, any derivative contracts, such as CFDs or other transactions related thereto, entered into by and between us and our client(s);

9.1.19. "**Counterpart(y)ies**", when used in this Agreement, unless the context otherwise requires, shall mean banks and/or brokers through whom we may cover our transactions and/or Contracts with client(s);

9.1.20. "**Credit Support Provider**", when used in this Agreement, unless the context otherwise requires, shall mean any person who has entered into any guarantee, hypothecation, agreement, Margin or Security agreement in our favour, in respect a client's obligations under this Agreement;

9.1.21. "**FSA Rules**", when used in this Agreement, unless the context otherwise requires, shall mean all applicable regulations and circulars issued by "Financial Services Authority" or "**FSA**" in the framework and context of the authority it has been granted under the Act, as the same may be in force from time to time and modified or amended from time to time;

9.1.22. "**Dealable Quote**", when used in this Agreement, unless the context otherwise requires, shall mean a Price Quote that by its terms is capable of being used for the purpose of effecting a Transaction and/or Contact;

9.1.23. "**Deal Request**", when used in this Agreement, unless the context otherwise requires, shall mean an electronic message sent by the client via our online Trading Facility, requesting us to enter into a purchase Transaction or sale Transaction at our prevailing Price Quote for such Transaction and/or Contract, as displayed on our Online Trading Facility;

9.1.24. "**Deal Response**", when used in this Agreement, unless the context otherwise requires, shall mean, with respect to a particular Deal Request sent by a the client to us via our Online Trading Facility, an electronic message sent by us to such client via our Online Trading Facility, acknowledging receipt of the Deal Request and confirming, whether or not we have agreed to accept the terms of the Deal Request submitted by the client and, as the case may be, acknowledging the execution of a purchase Transaction or sale Transaction requested by the client by means of his Deal Request;

9.1.25. "**Deposit(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the funds deposited and/or transferred by clients into their Account(s) with us;

9.1.26. "**Durable Medium**", when used in this Agreement, unless the context otherwise requires, shall mean any instrument which enables clients to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

9.1.27. "**Effective Date**", when used in this Agreement, unless the context otherwise requires, shall mean the date on which this Agreement enters into effect, as indicated on the confirmation e-mail sent by us to a client, indicating that such client's **Account Opening Application Form(s)** has/have been accepted;

9.1.28. "**Electronic Messaging**", when used in this Agreement, unless the context otherwise requires, shall mean any form of electronic communication we use to communicate with our clients about our Online Trading Facility (including, without limitation, with reference to any Transaction(s) or Contract(s) entered into via our Online Trading Facility), including, but not limited to, electronic mail, whether or not within the framework of our Online Trading Facility itself and/or within the

Online Trading Facility's mailbox(es);

9.1.29. "**Electronic Services**", when used in this Agreement, unless the context otherwise requires, shall mean a service provided by us, for instance, an internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or other electronic Order routing system;

9.1.30. "**Electronic Trading Platform(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the online electronic trading platform(s) that is/are made available by us to our clients for placing Orders, requesting Price Quotes for Transactions and/or Contracts, receiving price information and market related news as well as having a real-time revaluation of their open positions, through the Internet, where Transactions and/or Contracts in securities can be processed through Deal Requests and Deal Responses, Settlement/Trade Confirmations can be issued, Accounts can be managed and historical data can be stored and managed;

9.1.31. "**Equity**", when used in this Agreement, unless the context otherwise requires, shall mean the "capital value" of an Account at the present time; it is calculated by: (a) taking the total value of all open positions relating to the Transactions and/or Contracts generated through the Account, adjusted with all 'Floating Profit/Loss' and with all relevant 'rollover rates' and/or 'swaps', and (b) by adding that value to the Account Balance;

9.1.32. "**Event of Default**", when used in this Agreement, unless the context otherwise requires, shall have the meaning given to this term in clause 86 hereinafter;

9.1.33. "**Extended Trading Hours**", shall mean the trading hours outside the standard official opening times of the Underlying Market;

9.1.34. "**Financial Instruments**" shall mean Contracts for Differences (CFD) on spot Forex, spot precious metals, futures, shares or any other commodities available for trading;

9.1.35. "**Fraud Traffic**", when used in this Agreement, unless the context otherwise requires, shall mean Deposits or traffic generated towards our Online Trading Facility through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes us any harm; Fraud Traffic shall include, but shall not be limited to, spam, false advertising and deposits generated on stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions (including, without limitation, "sniping" or "scalping" hereinafter, collectively, referred to as "arbitrage", 'cash back arbitrage', 'interest arbitrage and/or 'churning'), offers to share commission(s) or bonuses directly or indirectly with traders, and any other unauthorized use of any third party accounts, copyrights or trademarks;

9.1.36. "**Floating Profit/Loss**", when used in this Agreement, unless the context otherwise requires, shall mean the unrealized profit (loss) of open positions relating to Transactions and/or Contracts in supported securities, generated through an Account at current prices of the underlying securities (CFDs on currencies, contracts or stocks, equity indexes, precious metals or any other commodities) available for trading;

9.1.37. "**Free Margin**", when used in this Agreement, unless the context otherwise requires, shall mean the funds not used as guarantee to open positions relating to Transactions and/or Contracts entered into through an Account; it is calculated by taking the Equity in the Account and subtracting the Margin required to open positions relating to Transactions and/or Contracts entered into through the Account;

9.1.38. "**Indicative Quote**", when used in this Agreement, unless the context otherwise requires, shall

mean a Price Quote other than a Dealable Quote;

9.1.39. "**Intellectual Property Assets**", when used in this Agreement, unless the context otherwise requires, shall mean: (a) our Online Trading Facility; (b) our services; (c) any other of our platforms or software (including, without limitation, demos and any relevant system documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility or otherwise, including, without limitation, all Intellectual Property Rights, directly or indirectly pertaining thereto;

9.1.40. "**Intellectual Property Rights**", when used in this Agreement, unless the context otherwise requires, shall mean all intellectual property rights such as; patents, trademarks, service marks, word marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, marketing materials and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with and/or under and/or pursuant to Applicable Laws, Rules and Regulations;

9.1.41. "**Introducing Broker**", when used in this Agreement, unless the context otherwise requires, shall mean a financial institution or advisor which may be remunerated by us and/or our clients for referring of clients to us and/or for the provision of advice to such clients and/or execution of such clients' Transactions and/or Contracts towards us;

9.1.42. "**Listed Company**", when used in this Agreement, unless the context otherwise requires, shall mean a company whose securities are listed on a recognized Stock Exchange / regulated market;

9.1.43. "**Margin**", when used in this Agreement, unless the context otherwise requires, shall mean the necessary guarantee funds to open positions relating to Transactions and/or Contracts entered into through an Account, as determined in and/or required under the 'Spreads and Conditions Schedule' posted on our Online Trading Facility;

9.1.44. "**Margin Call**", when used in this Agreement, unless the context otherwise requires, shall mean a mandatory request issued by us to increase the Margin deposited in a client's Account in order to secure the open positions relating to Transactions and/or Contracts entered into through an Account; when the Margin posted in an Account is below the minimum Margin requirement, we may, but shall have no obligation whatsoever, issue a Margin Call and in this case the client will have to either increase the Margin that he/she has deposited in his/her Account, or to close out his/her position(s); if the client does not do any of the aforementioned and the Account reaches the defined Stop-out Level, we shall be entitled to close all open positions relating to the Transactions and/or Contracts entered into through the Account; in that regard, it should be noted that our Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of clients' available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts they are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading Facility;

9.1.45. "**Margin Call Level**", when used in this Agreement, unless the context otherwise requires, shall mean the Margin Level required to maintain your open positions, which is currently set at 50% of the Margin required to maintain your open positions; accordingly, if the equity in your Account drops to 50% of the Margin Level required to maintain your open positions, you will receive a Margin Call; this is a warning message that the equity in your Account is not enough to support your open positions; at this point, you will not be able to take any new position and you will have

the option to deposit sufficient money in order to maintain your open positions or to close out some or all of your position(s); when you have losing positions, your Margin Level will go down and may become close to the Margin Call Level; when you have winning positions, your Margin Level will go up and the Margin Call Level may become more remote;

9.1.46. "**Margin Level**", when used in this Agreement, unless the context otherwise requires, shall mean an index calculated as follows: (Equity/Margin)*100;

9.1.47. "**Market**", when used in this Agreement, unless the context otherwise requires, shall mean any regulated market, or multilateral trading facility on which Underlying Securities are being traded;

9.1.48. "**Market Disruption**", when used in this Agreement, unless the context otherwise requires, shall mean, with respect to any Security, the occurrence of any event or condition which in our good faith opinion has a (a) material influence on the liquidity of, or volatility of foreign exchange rates for, the relevant Underlying Security; (b) material influence on the settlement of transactions in relevant Underlying Securities and, therefore, on the settlement of related Securities; or (c) impairs our ability to provide Price Quotes which reflect the supply and demand for relevant Security, due to the fact that the settlement of the relevant Underlying Securities is impaired;

Market Disruption shall include but not be limited to, the imposition by any government authority, central bank or multinational organization of material restrictions or limitations on the trading, transfer or settlement of transactions in any Underlying Security(ies) (such as, the imposition of price controls, currency exchange controls, mandatory exchange rates with respect to a particular Underlying Security or a Force Majeure Event), which have or may have a material influence on the settlement of Transactions and/or Contracts in related Securities;

9.1.49. "**Market Maker**", when used in this Agreement, unless the context otherwise requires, shall mean a professional participant in the financial markets who continuously quotes both a buy and a sell price in Financial Instruments or commodities held in inventory in order to buy and sell respectively in the event of interested clients, hoping to make a profit on the bid-offer spread, or turn; as such, market makers are net sellers of an option to be adversely selected at a premium proportional to the trading range at which they are willing to provide liquidity; being a Market Maker, we are the client's immediate counterpart in relation to any Transaction and/or Contract entered into by a client via our Online Trading Facility;

9.1.50. "**Market Rate**", when used in this Agreement, unless the context otherwise requires, shall mean, at any given time, the rate conclusively determined (in the absence of manifest error) by a Party to be the market rate available to that Party in the Market at such time for the purchase of a specified Security, with a second specified Security for delivery on a specified date;

9.1.51. "**Market Rules**", when used in this Agreement, unless the context otherwise requires, shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of purchase and/or sale transactions in Securities, and/or any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

9.1.52. "***MTF***" means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in financial instruments in the system, in accordance with non-discretionary rules, in a way that results in a contract;

9.1.53. "**Netting Transaction**", when used in this Agreement, unless the context otherwise requires, shall mean a transaction which is intended to be subject to the clause entitled "Netting" hereinafter, and for such purposes is identified as a "Netting Transaction" herein or by its own terms;

9.1.54. "**Non-Professional User / Retail User**", when used in this Agreement, unless the context otherwise requires, shall mean a person who: (a) subscribes to our Online Trading Facility as a private individual and in a personal capacity; (b) is not currently registered or qualified as a professional securities trader, investment adviser or investment manager with any national or state exchange, regulatory authority, professional association or recognised professional body; (c) does not currently act in any professional capacity as a securities trader, an investment adviser or an investment manager whether or not he has at some time been qualified to do so; and (d) uses the Online Trading Facility solely in relation to the management of his own personal funds and not as a trader to the public or for the investment of corporate funds;

9.1.55. "**Online Trading Facility**", when used in this Agreement, unless the context otherwise requires, shall mean, collectively and/or individually, as the context requires, all website(s), Electronic Trading Platform(s), software and/or services provided by us, from time to time under and/or pursuant to the Terms of this Agreement;

9.1.56. "**Order**" when used in this Agreement, unless the context otherwise requires, shall mean a client's Order to enter into a Transaction and/or Contract in respect of a particular Security on conditions stipulated in the Order; by default, an Order is unlimited ("GTC — Good Till Cancel"), but we and/or the client may define the time of expiration of the Order; basic types of Order include the following: (a) a "**Market Execution Order**" which is an Order instantly executed against a price that we have provided via our Online Trading Facility; the following features may be attached to a '**Market Execution Order**': (i) '**Stop Loss**' (an Order to close a previously opened position at a price less profitable than the price at the time of placing the limitation) is an Order to limit losses, whereas (ii) '**Take Profit**' (an Order to close a previously opened position at a price more profitable than the price at the time of placing the limitation) is an Order to limit profits; and (b) a "**Pending Order**", which is an Order to be executed at a later time at the price specified in the Order; we will monitor a 'Pending Order' and when the price provided by us reaches the price specified in the Order, the Order will be executed at the best available price as per our Order Execution Policy; the following types of Pending Orders are available: (i) '**Buy Limit**' (an Order to purchase a Security at or below a specified price; it is triggered when the market price touches or goes below the 'buy limit' price), (ii) '**Buy Stop**' (an Order to buy a Security, which is entered at a price above the current offering price; it is triggered when the market price touches or goes through the 'buy stop' price); (iii) '**Sell Limit**' (an Order to sell a Security at a specified price or better; it is triggered when the market price touches or goes through the 'sell limit' price); and (iv) '**Sell Stop**' (an Order to sell a Security when it reaches a certain price; it is triggered when the market price touches or goes below the 'sell stop' price); the following features may also be attached to any "**Pending Order**": (i) '**Stop Loss**' and/or (ii) '**Take Profit**';

9.1.57. "**Order Execution Policy**" when used in this Agreement, unless the context otherwise requires, shall mean our prevailing policy posted on our Online Trading Facility regarding best execution when executing client Orders; our Order Execution Policy is part of our Terms and Conditions of Business, which is a contractually binding agreement between us and our clients, and is incorporated herein by reference; it shall be applicable to all transactions between us and our clients, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the Act;

9.1.58. "**Over-the-Counter**" or "**OTC**", when used in this Agreement, unless the context otherwise requires, shall refer to '**Over- the-Counter**' trading (not on a regulated "exchange", or "off-exchange"); any Transaction and/or Contract concerning a commodity, security, currency or other Security or property, including any option, future, or CFD, which is NOT traded on a regulated stock or commodity exchange, but is traded "**over-the-counter**", whether through a Market Maker, as described hereinabove, or otherwise;

9.1.59. "**Party**", when used in this Agreement, unless the context otherwise requires, shall refer to us and/or our Client(s), as the case may be, as it appears from the context in which this term is used in this Agreement; we and our Client(s) may, collectively, be referred to in this Agreement as the "**Parties**";

9.1.60. "**Person**", when used in this Agreement, unless the context otherwise requires, shall mean an individual, corporation, partnership, trustee, trust, regulatory body or agency, government or governmental agency or entity (however designated or constituted), or any unincorporated organization;

9.1.61. "**Personal Data**", when used in this Agreement, unless the context otherwise requires, shall mean and, collectively, include any information relating: (i) to an identified or (ii) to a directly or indirectly identifiable, natural or legal Person, including, but not exclusively, any data on us, our employees, directors, shareholders, prospects, contacts and/or suppliers and and/or our client(s);

9.1.62. "**Personal Data Protection Legislation**", when used in this Agreement, unless the context otherwise requires, shall mean, the Data Protection Act of 2002, as the same may be in force from time to time and modified or amended from time to time or the General Data Protection Regulation (679/2016) when enters into force, as may this be amended from time to time;

9.1.63. "**Pip(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the smallest numerical value of a Price Quote (the last digit to the right of the decimal point); 'Pip' value can be either fixed or variable depending on the currency pair (e.g. the pip value for EUR/USD is always $10 for standard lots and $0.10 for micro lots); the term "**Pip(s)**" is synonymous and interchangeable and may be used in this Agreement in an interchangeable way with the terms "**Point(s)**" and "**Tick(s)**"; "**fractional pip**" pricing includes an extra decimal place in the price Quote, which means that the Price Quotes are more precise;

9.1.64. "**Pricing Data**", when used in this Agreement, unless the context otherwise requires, shall mean all pricing data generated by the pricing engine integrated in our Online Trading Facility and fed to our Online Trading Facility on a real time/delayed/end of day/historical basis, specifying the market prices of the Supported Securities traded on our Online Trading Facility;

9.1.65. "**Price Quote(s)**" or "**Quote(s)**", when used in this Agreement, unless the context otherwise requires, shall mean an electronic message disseminated via our Online Trading Facility containing a '**Transactional Ask Price**' and a '**Transactional Bid Price**' as well as other parameters such as indication of whether the Price Quote is considered as a '**Dealable Quote**' or an '**Indicative Quote**'; the message update frequency on our Online Trading Facility may be changed at our sole discretion;

9.1.66. "**Principal**", when used in this Agreement, unless the context otherwise requires, shall mean the individual person or the legal entity which is a party to a transaction (including, without limitation, these Terms and Conditions, Transactions, Contracts and or any other legally binding obligations, terms contracts and/or agreements);

9.1.67. "**Privacy Polic(y)ies**", when used in this Agreement, unless the context otherwise requires, shall mean the "**Privacy Policy**" published on our website(s);

9.1.68. "**Prohibited Software**", when used in this Agreement, unless the context otherwise requires, shall mean any software that gives traders an unfair advantage; items that fall into this category shall include, but shall not be limited to, specialized software programs that are designed to

exploit possible price latencies on our Online Trading Facility or that allow for the use of technological and/or algorithmic trading pattern that are aimed at exploiting price latency arbitrage opportunities on our Online Trading Facility as further specified, without limitation, in clause 54 hereinafter;

9.1.69. "**Representative(s)**", when used in this Agreement, unless the context otherwise requires, shall mean directors, officers, employees, lawyers, advisers, agents, licensees or other authorized representatives;

9.1.70. "**Rollover Fee(s)/Swap(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the interest added to or deducted from a client's Account for rolling over (holding/transferring) open positions relating to Finance Transactions generated through an Account, to the next day; Rollover Fee/Swap rates are calculated as the overnight interest rate differential between the two currencies on which the position is held depending on the position type (Buy (Long) / Sell (Short)); Rollover Fees/Swaps are charged on the client's Account only on the positions kept open to the next trading day; Rollover Fees/Swaps are calculated and applied on every trading night; although there is no rollover on Saturdays and Sundays when the markets are closed, banks still calculate interest on any position held over the weekend; to level this time gap, we apply a 3-day rollover strategy. Particularly, for CFDs on currencies and precious metals night rollover/swaps are charged on a triple rate on Wednesdays, whilst for CFDs on cash indices, cash energies and stocks a triple rate is charged on Fridays, and for CFDs on orders executed during the Extended Trading Hours outside the "***Dealing Hours***" or "***Trading Hours***" rollover/swaps are charged daily; please note that Rollover Fees/Swap rates are subject to change at our sole discretion;

9.1.71. "***Regulated Market***" shall mean a multilateral system that is operated or managed by a market operator including securities exchange and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system;

9.1.72. "**Security (ies)**", when used in this Agreement, unless the context otherwise requires, shall have the meaning as set out in Schedule 1 of the Act and shall include any other instruments prescribed to be securities for the purposes of the Act;

9.1.73. "**Services**", when used in this Agreement, unless the context otherwise requires, shall mean the services to be provided by us to our client(s) construed by these Terms and Conditions; the term "**Services**" shall be inclusive of any dealing, Order routing, advisory or other services, which we provide from time to time to our client's by remote access to our Online Trading Facility via the Internet and which are subject to these Terms and Conditions;

9.1.74. "**Settlement Confirmation**" or "**Trade Confirmation**" or "**Settlement/Trade Confirmation**", when used in this Agreement, unless the context otherwise requires, shall mean a notification from us to a client confirming the client's entry into a Transaction and/or Contract;

9.1.75. "***Spread***" means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;

9.1.76. "**Spreads and Conditions Schedule**", when used in this Agreement, unless the context otherwise requires, shall mean the schedule of spreads, charges, Margin, interest and other rates which at any time may be applicable to our Services, as determined by us on a current basis; the Spreads and Conditions Schedule is available on our Online Trading Facility and may be supplied to our clients on demand;

9.1.77. "**Spyware**", when used in this Agreement, unless the context otherwise requires, shall mean a type of malware that can be installed on computers, and which collects small pieces of information about users without their knowledge; the presence of spyware is typically hidden from the user, and can be difficult to detect; typically, spyware is secretly installed on the user's personal computer;

9.1.78. "**Stop-out**", when used in this Agreement, unless the context otherwise requires, shall mean the situation where, because of the equity in an Account reaches the Stop-out Level (i.e. drops below the Margin Level required to maintain open positions — see below) or because your equity has entered into a negative territory, our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory;

9.1.79. "**Stop-out Level**", when used in this Agreement, unless the context otherwise requires, shall mean the level of equity in an Account where our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory; for all trading accounts the Stop-out Level is equal to 20% of the Margin Level required to maintain open positions.

9.1.80. "**Supported Financial Instruments**", when used in this Agreement, unless the context otherwise requires, shall mean the Financial Instruments for which we provide quotations via the Online Trading Facility, i.e., contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof, and/or any other derivative financial instrument on which we both agree, in this Agreement, or otherwise "in the terms agreed upon by mutual consent of the Parties"; we reserve the right to modify the Supported Financial Instruments quoted through our Online Trading Facility at any time without prior notice, without being obliged to provide you with any explanation or justification;

9.1.81. "**System Disruption(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the occurrence of any event which in our good faith opinion materially prevents or limits our ability or our clients' ability from accurately and completely (i) distributing or receiving 'Price Quotes', 'Deal Requests' or 'Deal Responses'; or (ii) recording or maintaining the terms of any Transactions and/or Contracts; or (iii) entering into related hedging transactions on an automated basis;

9.1.82. "**Terms**", when used in this Agreement, unless the context otherwise requires, shall mean these Terms and Conditions governing our clients' relationship with us;

9.1.83. "**Transaction**", when used in this Agreement, unless the context otherwise requires, shall mean any transaction subject to this Agreement, and shall include, without limitation: (a) transactions in Supported Financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); (b) transactions, which are matched with any such Supported financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); and/or (c) any other transaction which we both agree, in this Agreement, or otherwise "in the terms agreed upon by mutual consent of the Parties", shall be a Transaction;

9.1.84. "**Transactional Ask Price**" or "**Ask Price**", when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the purchase of a Supported

Financial Instrument can be entered into via the Online Trading Facility; the "**Transactional Ask Price**" or "**Ask Price**" is the price at which the market is willing to sell a certain Financial Instrument; it is the price that is set for the buying of a Financial Instrument when an Order to enter into a Contract for the purchase of a Supported Financial Instrument is placed via our Online Trading Facility;

9.1.85. "**Transactional Bid Price**" or "**Bid Price**", when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the sale of a Supported Financial Instrument can be entered into via the Online Trading Facility; the "**Transactional Bid Price**" or "**Bid Price**" is the price at which the market is willing to buy a certain a Financial Instrument; it is the price that is set for the selling of a Financial Instrument when an Order to enter into a Contract for the sale of a Supported Financial Instrument is placed via our Online Trading Facility;

9.1.86. "**XMTRADING**" or "**we**" or "**our**" or "**us**", when used in this Agreement, unless the context otherwise requires, shall mean our Online Trading Facility and its operator, "**Tradexfin Limited**", a Seychelles Securities Dealer formed under the laws of Seychelles and regulated by and registered with the Seychelles Financial Services Authority ("FSA") - License Number SD010, having its registered office at F20, 1st Floor, Eden Plaza, Eden Island, Seychelles and any of its designated and permitted successors, assigns and those of its subsidiaries that are identified further in this Agreement;

9.1.87. "**XMTRADING' Website(s)**" or "**the XMTRADING Website(s)**" or our "**Website(s)**", when used in this Agreement, unless the context otherwise requires, shall mean the Website(s), which is/are privately labelled, owned and hosted by us, including, without limitation, the Website(s), which is/are privately labelled, owned and hosted by us at the following URL's: www.xmtrading.com and any related sub-domains, which is/are designed to attract and solicit and obtain online registrations from prospective, new clients and/or business partners who are interested in Transactions and/or Contracts, and their respective related pages;

9.1.88. "***Underlying Asset***" means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction.

10. Interpretation

10.1. Any reference in this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits to a document being "in the terms agreed upon by mutual consent of the Parties" shall mean, unless the context otherwise requires, that document in the terms mutually agreed upon by and between the Parties and for the purposes of identification and documentation thereof signed by each of the Parties, or such other terms as may be agreed upon by mutual agreement of the Parties and executed by each of the Parties in writing in substitution therefor.

10.2. In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires, references to any provision shall include such provision as from time to time amended, whether before, or on (in the case only of re-enactment or consolidation without substantive amendment) after the Effective Date, and shall be deemed to include provisions of earlier legislation which have been re-enacted (with or without modification) or replaced (directly or indirectly) by such provision, and shall further include all statutory instruments or Orders from time to time made pursuant thereto.

10.3. In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires: (a) the masculine gender shall include the feminine and neuter and the

singular number shall include the plural and vice versa; (b) references to persons shall include individuals, bodies' corporate, un-incorporated associations and partnerships; (c) the headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement; (d) references to recitals, clauses and annexes, schedules and exhibits and any subdivisions thereof, unless a contrary intention appears, shall be to the recitals, clauses and annexes, schedules and exhibits and subdivisions of this Agreement.

10.4. The annexes, appendices, addenda, attachments, schedules and exhibits and the Pre-amble and Recitals set forth hereinabove form an integral part of this Agreement and shall be construed as having the same full force and effect as if they would be expressly set forth in the body of this Agreement.

10.5. Unless the context otherwise requires, any reference in this Agreement to a "document" shall be construed to include any 'electronic' document.

10.6. Where any form of the word "including" appears in this Agreement, it will be interpreted as if followed by the phrase "without limitation", unless the context requires otherwise.

10.7. Where any form of the word "Online Trading Facility" appears in this Agreement, it will be interpreted as if followed by the phrase "and/or any component or part thereof", unless the context requires otherwise.

10.8. Where any of the words "purchase" and/or "sale" and/or "buy" and/or "sell" appear in this Agreement, unless the context otherwise requires, they will be read and construed as technical terms only, as this Agreement does NOT envisage the transfer of title to any Financial Instruments ("delivery") traded hereunder.

10.9. Whenever reference is made in this Agreement to 'us' or 'we', such reference shall be deemed to include, where appropriate, unless the context requires otherwise, to our directors, officers, shareholders, partners, members, employees, Agents, third party service providers, Representatives and/or other affiliates of the Company (together our "**Associates**").

Chapter B: Access And Use Of Our Online Trading Facility

11. Limited license to access and use our online trading facility

11.1. Subject to the Terms and Conditions set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license (which is incapable of sub-license or transfer by you, without our express prior and written agreement) to access and use our Online Trading Facility (the "**License**") in accordance with these Terms. This license is conditioned on your continued compliance with the Terms and Conditions set forth in this Agreement. Before we grant you access to our Online Trading Facility, you will already need to be (and be accepted as) a client of ours and to have opened an Account with us. These Terms supplement and form part of the Account Opening Application Form(s). If there is a conflict between these Terms and the terms of the Account Opening Application Form(s), these Terms will prevail regarding our Online Trading Facility.

11.2. We may be required by a Third Party Service Provider to require you to comply with additional restrictions on your access and/or usage of our Online Trading Facility. You agree that you will comply with any additional restrictions on your access and/or usages that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such Third Party Service Providers. You acknowledge that failure to comply with such additional restrictions may result in your access to and/or usage of all or part of our Online Trading Facility being restricted, suspended or terminated.

11.3. Our Online Trading Facility is intended for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use the information received from our Online Trading Facility (and/or from any other of our information systems) for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Platform. Unless we have expressly agreed otherwise beforehand and in writing, we are providing our Online Trading Facility only for your personal, non-commercial use and only for the purpose of, and subject to these Terms. You represent and warrant to us as of the date of acceptance of these Terms and Conditions and each time you access our Online Trading Facility that you are accessing and/or using our Online Trading Facility for your personal, non-commercial use only. You will notify us immediately in writing if you are accessing and/or using our Online Trading Facility for purposes other than your personal, non-commercial use only and you acknowledge that as a result of doing so we may restrict, suspend and/or terminate your access to all or part of our Online Trading Facility, at our sole discretion, without being obliged to provide you with any explanation or justification.

11.4. For the avoidance of doubt, you shall at all times be responsible for, and shall be bound by, any unauthorized access and/or use of our Online Trading Facility, made in breach of this Agreement.

11.5. It is your obligation to keep your Account numbers, usernames and passwords ("**Access Codes**") strictly confidential. You acknowledge and agree that any instruction or communication transmitted via our Online Trading Facility by you or on your behalf, or through your Account, is made entirely at your own risk. You hereby expressly authorize us to rely and act on, and treat as fully authorized and binding upon you, any instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You acknowledge and agree that we shall be entitled to rely upon your Account number, Access Codes (usernames and/or passwords) to identify you and agree you will not disclose this information to anyone not duly authorized by you.

11.6. Because all servers have limited capacity and are used by many people, you agree not to use our Online Trading Facility in any manner that could damage or overburden any of our servers, or any network connected to any of our servers and not to use our Online Trading Facility in any manner that would interfere with any other party's use of our Online Trading Facility. You further agree not to use any

Electronic Messaging and/or communication feature of our Online Trading Facility for any purpose that is unlawful, tortuous, abusive and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

11.7. The License granted under this Agreement will be terminated with immediate effect if we believe that any information provided by you, including, without limitation, any identification evidencing nationality, residence, contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any Term of this Agreement and/or any rules and/or guidelines imposed by us, or if we were to establish that you have abused in any way (including, but not limited to, engaging in Transactions and/or Contracts on out of Market Rates) through our Online Trading Facility.

11.8. Upon such violation, you agree to cease, with immediate effect, accessing and/or using our Online Trading Facility. You agree that, under these circumstances, we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and/or remove and discard any related information or content within our Online Trading Facility.

12. Copyright, licenses and trademarks

12.1. The entire contents of our Online Trading Facility, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics, are protected by international copyright and trademark laws. Except for third party content, the contents of our Online Trading Facility are original works of authorship published by us, or by, or on behalf of our Third Party Licensors. We have the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyrights and all other intellectual property rights in all of the material and software on our Online Trading Facility are owned by us or by our Third Party Licensors. All third-party owned materials contained on our Online Trading Facility are reproduced with the permission of the respective owners.

12.2. You may not, without our prior written permission, alter, modify, copy, reproduce, republish, upload, post, transmit, distribute or commercially exploit, in any manner whatsoever, any materials, including text, graphics, video, audio, software code, user interface design or logos, from our Online Trading Facility, except that you may print and download portions of material from the different areas of our Online Trading Facility solely for your own, non-commercial, use provided that you agree not to change or delete any copyright or proprietary notices from such materials. All referenced third party logo's trademarks and products on the site are the property of the respective (site) owner(s) and must not be used or distributed without permission of the owner(s). Any violation of these provisions will null and void the License granted hereunder.

12.3. You agree not to "deep-link" to our Online Trading Facility, resell or permit access to our Online Trading Facility to others, and not to copy any materials appearing on our Online Trading Facility for resale or for any other purpose to others, without our express, prior and written consent. In those instances where we may permit you to link from another website to our Online Trading Facility, your website, as well as the link itself, may not, without our express prior and written permission, suggest that we endorse, sponsor or are affiliated with any third-party website, entity, service or product, and you may NOT make use of any of our logo's, trademarks or service marks other than those contained within the text of the link.

13. Limitations on investment guidance and professional advice

13.1. Our Online Trading Facility is NOT intended to provide legal, tax or investment advice. Any and all information on our Online Trading Facility is for educational purposes only and is under no circumstance

intended to provide legal, tax or investment advice and no guarantee is represented from any statements about profits or income, whether express or implied.

13.2. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

14. Accuracy of information

14.1. While we have made every effort to ensure the accuracy of the information posted on our Online Trading Facility, the information and content on our Online Trading Facility is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions.

14.2. While we have taken reasonable measures to ensure the accuracy of the information on our Online Trading Facility, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Online Trading Facility.

14.3. All content on our Online Trading Facility is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

15. Analytical tools and market data

15.1. At certain times, we may provide various analytical tools (such as market data, exchange rates, news, headlines and graphs), links to other websites, circulate newsletter and/or provide you with third parties' information on our Online Trading Facility, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect or consequences of such information on you. Such information and tools are provided solely to assist you to make your own investment decisions and do not amount to investment advice or unsolicited financial promotions to you.

15.2. You understand that we are not obligated to continue to provide the above-mentioned tools and information and we may remove such informational tools from our Online Trading Facility at any time. Furthermore, we are not obliged to update the information displayed on our Online Trading Facility at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any such information. The financial information we post on our Online Trading Facility may be provided by third parties for the benefit of our clients and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users. As such, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them.

15.3. Any information or material placed on our websites by third parties ("**Third Party Content**") reflects solely and exclusively the views, and are the responsibility of, those who post such information or material, and do not represent our views and/or those of our Associates. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

IN NO EVENT SHALL WE AND/OR ANY OF OUR AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY

USE, CONTINUED USE OR RELIANCE ON ANY SUCH TOOLS, WEBSITES, NEWSLETTERS AND/OR INFORMATION PROVIDED ON OUR ONLINE TRADING FACILITY. IN PARTICULAR, WITH RESPECT TO ANY MARKET DATA, EXCHANGE RATES, NEWS, HEADLINES AND GRAPHS AND/OR OTHER INFORMATION THAT WE AND/OR ANY THIRD PARTY SERVICE PROVIDER PROVIDES TO YOU IN CONNECTION WITH YOUR USE OF OUR ONLINE TRADING FACILITY: (I) WE ARE NOT RESPONSIBLE OR LIABLE IF ANY SUCH DATA OR INFORMATION IS INACCURATE OR INCOMPLETE IN ANY RESPECT; (II) YOU ARE RESPONSIBLE (AND WE SHALL NOT BE LIABLE) FOR ANY ACTIONS THAT YOU TAKE OR REFRAIN FROM TAKING AS A RESULT OF SUCH DATA OR INFORMATION; (III) YOU WILL NOT USE SUCH DATA OR INFORMATION FOR AN INAPPROPRIATE OR ILLEGAL PURPOSE; (IV) YOU ACKNOWLEDGE THAT ANY SUCH DATA OR INFORMATION IS OUR PROPERTY AND/OR, AS THE CASE MAY BE, THE PROPERTY OF OUR THIRD PARTY SERVICE PROVIDERS AND YOU WILL NOT RETRANSMIT OR DISCLOSE SUCH DATA OR INFORMATION TO THIRD PARTIES EXCEPT AS REQUIRED BY RELEVANT LAW; AND (V) YOU WILL USE SUCH DATA OR INFORMATION SOLELY IN COMPLIANCE WITH ALL RELEVANT APPLICABLE LAWS, RULES AND REGULATIONS.

15.4. Neither we, nor our officers, principals, employees, Representatives or Agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any such tools, websites, newsletters and/or information. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence or strict liability otherwise.

16. Third party content and research

16.1. As previously indicated, our Online Trading Facility may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.

16.2. Some of this content may be supplied by Persons that are not affiliated with us ("**Third Party Content**"). The source of all such Third Party Content is clearly and prominently identified on our Online Trading Facility and is reproduced with the permission of the respective owners.

16.3. Third Party Content may be available through framed areas, through hyperlinks to third party websites, or may simply be published on our Online Trading Facility. As indicated above, the Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited.

16.4. We do not, explicitly or implicitly, endorse or approve such Third Party Content. The Third Party Content providers do not, implicitly or explicitly, endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

16.5. While we make every attempt to provide accurate and timely information to serve the needs of our Clients, neither we, nor any of our Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and neither we, nor any of our Third Party Content providers is/are responsible or liable for any such content, including any advertising, products, or other materials on or available from third party websites. Third Party Content is provided for informational purposes only and we, as well as the Third Party Content providers specifically disclaim any liability for Third Party Content available on our Online Trading Facility. You will use Third Party Content only at your own risk.

ANY THIRD PARTY CONTENT ON OUR ONLINE TRADING FACILITY IS PROVIDED ON AN "AS-IS" BASIS. OUR THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Means of accessing and using our online trading facility

17.1. You shall be solely responsible for providing and maintaining the means by which you access and use our Online Trading Facility, which may include, but shall not be limited to, a personal computer, modem and telephone or other access line.

17.2. You shall be responsible for all access and service fees necessary to connect to our Online Trading Facility and you shall assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer(s) or on any other computer(s) through which you will gain access to, and/or make use of our Online Trading Facility (hereinafter referred to as "**computer**" or "**your computer**").

17.3. You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of all access and use of your computer, infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

17.4. You agree that we shall not be liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

17.5. You will not transmit to, or in any way, whether directly or indirectly, expose us or any of our online service providers to any infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

17.6. You agree to be fully and personally liable for the due settlement of every Transaction and/or Contract entered into through your Account with us. You are responsible for ensuring that, unless we otherwise agree beforehand and in writing, you, and only you, shall control access to your Account, and that no Minor or other person is granted access to trading on our Online Trading Facility using your Account. In any event, you, and only you, shall remain fully liable for any and all positions traded in your Account, and for any credit card transactions entered into for your Account. You agree to indemnify us fully in respect to all costs and losses whatsoever, as may be incurred by us and/or by you as a result, direct or indirect, of your failure to perform or settle such a transaction.

17.7. You agree that in the case that any Transaction is entered into, and/or any Contract is acquired or sold at prices that do not reflect relevant Market Prices, or that is acquired or sold at an abnormally low level of risk ("**mispricing**") due to an undetected programming error, bug, defect, error or glitch in our Online Trading Facility and/or any related software, or for any other reason, resulting in mispricing (for the purpose of this clause the "**error**"), we reserve the right to cancel such Transactions and/or Contracts upon notifying you of the nature of the computer error that led to the mispricing. You have a duty to report to us any problem, error or suspected system or other inadequacies that you may experience.

17.8. Without prejudice to any other provisions of this Agreement, should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of the then prevailing Market Prices, an erroneous Price Quote from us or any third party, such as, but not limited to, an erroneous Price Quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, we will not be liable for the resulting errors in your Account balances. In the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion.

18. Restriction of access and use of our online trading facility

18.1. We reserve the right to suspend the operation of our Online Trading Facility, or any part(s) or sections thereof, at any time. In such an event, we may, at our sole discretion (with or without notice), close out your open positions, Transactions and/or Contracts at prices we consider fair and reasonable at such time, and no claims may be entertained against us in connection thereto.

18.2. We may, at our sole discretion, impose volume or other limits on any / all Accounts.

18.3. Contract pay-outs shall be determined by us by reference to the daily values reported on our Online Trading Facility, relevant to the interbank trading data received by us for Transaction and/or Contract quotes, subject to the 'proviso' that we shall be entitled to make corrections to such data in the event of mispriced or typographically incorrect data.

18.4. You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing and/or using our Online Trading Facility.

19. Technical issues

19.1. We shall not be liable, and you agree not to hold or seek to hold us or any of our Agents or Third Party Service Providers, liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

19.2. We do not represent, warrant or guarantee that you will be able to access and/or use our Online Trading Facility at all times or locations of your choosing, or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

19.3. We do not represent, warrant or guarantee that our Online Trading Facility will provide uninterrupted and error-free service.

19.4. We do not make any warranties or guarantees with respect to our Online Trading Facility and the content thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

19.5. Without prejudice to any of the forgoing, we shall not be responsible for an impossibility to execute Orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond our control.

20. Manifest errors

20.1. A "Manifest Error" means a manifest or obvious misquote by us, or any market, exchange, price providing

bank, information source, commentator or official on whom we reasonably rely, having regard to the market conditions at the time an Order is placed.

20.2. When determining whether a situation amounts to a Manifest Error, we may take into account all information in our possession including, without limitation, information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement.

20.3. We will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards you but the fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with us (or that you may have suffered or may suffer any loss of profit, consequential or indirect loss) shall not be taken into account by us in determining whether there has been a Manifest Error. We reserve the right, without prior notice, to:

a) amend the details of such a Transaction to reflect what we reasonably consider in our discretion, acting in good faith, to have been the correct or fair terms of such Transaction if the Manifest Error(s) had not occurred;
b) If you do not promptly agree to any amendment made which we propose under this clause (which we will notify you of via the Trading Platform) we may void any Transaction resulting from or deriving from a Manifest Error, such that the result is the same as if it had never been made; and/or
c) not take any action at all.

20.4. We may take any reasonable steps for any trades executed at prices resulting from Manifest Errors (as defined herein), such as computer errors, misquotes or omissions, or at prices that are clearly at odds with the fair market prices. Acting reasonably and in good faith, we may take the following actions to trades based on a Manifest Error:

- void the trade;
- close the trade at the current market prices; or
- amend the opening and/or the closing price of the trade, as if it would have been executed in the absence of the Manifest Error.

20.5. We will not be liable to you for any loss, cost, claim, demand or expense that you suffer (including loss of profits or any indirect or consequential losses) resulting from a Manifest Error, including where the Manifest Error is made by any information source, commentator or official upon whom we reasonably rely, or from our decision to do anything under clause 20.3 above, except to the extent that it is caused by our own fraud, willful default or gross negligence.

20.6. If a Manifest Error has occurred and we choose to exercise any of our rights under clause 20.3, and if you have received any monies from us in connection with the Manifest Error, those monies are due and payable to us with immediate effect, and you must return an equal sum to us without delay.

20.7. We reserve the right to refuse any trades placed by you that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to Manifest Error or stale, incorrect or broken price feeds.

21. Infections, contaminations or other destructive content

21.1. You understand that we cannot and do not guarantee or warrant that files and/or Software available for downloading through our Online Trading Facility will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for

accuracy of data input and output, and for maintaining external means to our Online Trading Facility for the reconstruction of any lost data.

22. Hyperlinks to other sites controlled or offered by third parties

22.1. We may provide links to other third party websites that are controlled or offered by third parties. Such links to another third party website or websites are NOT an endorsement, authorization, sponsorship or affiliation with respect to such third party website, its owners or its providers.

22.2. We caution you to ensure that you understand the risks involved in accessing and/or using such third party websites before retrieving, using, relying upon or purchasing anything via the Internet.

22.3. We make NO representations whatsoever about any other third party website, which you may access through our Online Trading Facility or which may link to our Online Trading Facility. When you access any other third party website, please understand that it is independent from our Online Trading Facility and that we have no control over the content on such third party website(s). In addition, a link from a third party website to our Online Trading Facility does not mean that we endorse or accept any responsibility for the content, or the use, of such third party website.

22.4. Links from our Online Trading Facility to any other third party websites are provided solely for your convenience, and you agree that you will, under no circumstances, hold us liable for any damages or losses caused by use of or reliance on any content, goods or services available on other third party websites.

23. Software

23.1. Our Online Trading Facility may contain software that is provided for downloading (hereinafter referred to as "**Software**"). You acknowledge and agree that we make no warranty whatsoever that any Software downloaded onto your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Software is or will be uninterrupted, error free or available at all times. Our Online Trading Facility is not associated with the Software it may provide for downloading and we cannot be held liable for issues or faults that arise from the download or use of any such Software.

23.2. You further understand and agree that your download and/or use of any Software may expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. We expressly disclaim any liability with respect to the foregoing, and you hereby agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

23.3. Each Software application downloaded from or through our Online Trading Facility includes a specific personal license to use such Software in accordance with the Terms and Conditions set forth herein. Any Software downloaded from or through our Online Trading Facility is subject to the Terms of the specific software license accompanying such download, in addition to these Terms and Conditions.

23.4. Any Software downloaded from or through our Online Trading Facility is intended only for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use any such Software downloaded from or through our Online Trading Facility for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Facility. Using any such Software to distribute signals, copy trades, share the Software or signals with third parties or use the Software on MAM accounts (or in connection with any other portfolio management

structure) is NOT allowed under this agreement, without our express and prior written consent, and may lead to immediate termination of the License granted under this Agreement and/or the specific personal license to download and/or use such Software.

23.5. For the avoidance of doubt, you shall be responsible for, and shall be bound by any unauthorized access and/or use of any Software downloaded from or through our Online Trading Facility, made in breach of this Agreement and/or the specific personal license to use such Software. In the event that you receive any data, information or Software via our Online Trading Facility other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or Software.

23.6. We reserve all rights to modify the terms and conditions of access and use, and/or to discontinue all or part of our services for all Software and/or products and/or files downloaded from or through our Online Trading Facility, at any time, at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

Chapter C: Services

In consideration of us agreeing to carry one or more Accounts for you and providing Services to you in connection with the purchase and sale of Supported Financial Instruments, which may be purchased or sold by or through our Online Trading Facility, or otherwise, for your Account, you hereby agree as follows:

24. Scope of services

24.1. These Terms and Conditions cover the entire scope of Services provided by us including, but not limited to, the access and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any affiliated party), electronic content, real time information, inter alia, about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market through the internet, by phone or fax and any other features, content or services that we may add in the future. These Terms and Conditions cover any form of communication between us and you including Electronic Messaging, e-mail, telephone, fax and more.

25. Registration

25.1. We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us. Therefore, at any given time, starting from the date of your registration with us, we may ask you to provide personally identifiable information. We reserve the right to limit, block access to our Online Trading Facility and/or terminate and/or close your Account with us, if such information is not provided and/or if any such information provided to us appears to be untrue, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose or reason.

25.2. Please note that when you register with us, you will choose a username and password that will personally identify you each time you log on to our system ("**Access Codes**"). Your Access Codes (username and password) should be kept strictly private and confidential at all times. It is your sole and exclusive responsibility to safeguard this information and you are responsible for all actions made using your Account User Information. You agree: (a) to notify us immediately of any unauthorized use of your Access Codes or of any other violation of security and (b) at the end of each use, to log out from your Account in an orderly way. If the security of your Access Codes (username and password) is breached or if you suspect that they are being wrongfully used — please contact our Customer Support team immediately.

26. Eligibility

26.1. As previously indicated, it is a pre-condition that our Services are only used, and contracts are only formed by those who are permitted to enter legally binding agreements. **THEREFORE, IF THERE IS ANY REASON WHY YOU WOULD NOT BE ABLE TO ENTER A LEGALLY BINDING AGREEMENT WITH US, FOR WHATEVER REASON - DO NOT USE OUR SERVICES**. Such reasons could include, but are not limited to, persons that have not yet reached the age of 18 or are defined as Minors that have not yet reached legal age.

26.2. Due to our internal policies, we only permit people with sufficient experience, knowledge and understanding in financial investments, who possess the personal ability of identifying good investments and distinguishing bad investments, and who fully understand the risks associated with financial investments, independently from any information that they may have read on our Online Trading Facility,

to use our Services. **IF YOU DO NOT POSSESS SUCH KNOWLEDGE INDEPENDENTLY, DO NOT USE OUR ONLINE TRADING FACILITY.**

26.3. In accordance with the Securities (Conduct of Business) Regulations 2008, the Company takes all reasonable steps to ensure it does not offer securities business services to a Client, unless these services are suitable for the Client having regard to the facts disclosed by that Client and other relevant facts about the Client of which the Company is or ought to reasonably be aware. The Company shall not recommend a security to a Client unless the Company has adequate information in its possession to enable it to form a basis for the recommendation.

26.4. Information thus obtained will be used exclusively for the assessment referred to hereinabove.

26.5. Notwithstanding any of the above, the above-mentioned eligibility restrictions shall only apply in cases where our Services involve the use of real money. The above restrictions shall NOT apply to the use of any practice application not associated with real money transactions (such as, "**Demo Accounts**").

27. Identification

27.1. We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable "**Anti-Money Laundering ("AML") Legislation**", you will be prompted to provide us with the following information when you register with us: (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (f) payment instructions; (g) any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying documents; and (h) any other information as required by applicable laws and regulations (e.g., CRS, FATCA, etc.).

27.2. Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should present to us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

28. Personal information - Accurate and complete data

28.1. You must provide us with true and complete information at all times; including but not limited, to the information/documentation stated in clause 27.1 above.

28.2. In that connection, you hereby represent, warrant, covenant and agree that: (a) you are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you; (b) you are not politically exposed person, as defined in the **Anti-Money Laundering and Countering the Financing of Terrorism Act 2020**, and you do not have any close family ties or personal or business connections to the aforementioned persons; (c) you are of sound mind and you are capable of taking responsibility for your own actions; (d) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account; (e) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

28.3. If any of the above statements are untrue or inaccurate with respect to you, please inform our Customer Support team immediately and we shall inform you if/how you may continue to access and/or use our Services.

28.4. You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions. As such, we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

28.5. From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit funds to your account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

28.6. We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

28.7. We reserve the right to communicate with you by telephone, facsimile, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally addressed to you or generally addressed to all our clients and/or posted on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other Terms of this Agreement, that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.

28.8. By opening an Account with us, you will be subject to, and you hereby expressly agree to abide by, all of our rules, policies and operating procedures that govern your activities on our Online Trading Facility. We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to Persons who open an Account may be permanently deleted from our systems as per Persons' right to request for the deletion of their personal data related to his trading account(s), stemming from the Data Protection laws and regulations. However, the Persons' right might be subject to our legal obligation under the applicable "**Anti-Money Laundering ("AML") Legislation**" and regulations, to keep, in a secure manner, the personal data which was registered with us, for a period of seven (7) years from the date our business relationship with the Company has been terminated.

28.9. We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our Online Trading Facility, and/or any engagement in any activity prohibited by this Agreement. We shall NOT be responsible (a) for anything related to trading activities on or through our Online Trading Facility, nor (b) for the manner in which you conduct your trading activity on or through our Online Trading Facility; in particular, but without limitation of the generality of the foregoing, we shall NOT be responsible for any of the following situations: (a) unauthorized real money transactions; (b) unauthorized real money transactions conducted by unauthorized Minors; (c) physical Verification that you possess the proper knowledge and/or experience to use our Online Trading Facility. We will not be responsible in any way (including for damages and losses caused by the use of our Online Trading Facility) if you use our Online Trading Facility without the proper knowledge, and we reserve the right to asses and reassess your knowledge and experience to use our Online Trading Facility at any time, at our sole discretion.

Chapter D: Terms of Service

29. Services provided

29.1. Subject to the above registration and eligibility requirements, we hereby grant you a personal, revocable, non-exclusive, non- transferable and non-sub-licensable license (a "**License**") that is limited to the provisions of these Terms and Conditions to access and use our Services (including the use of our Online Trading Facility and any associated downloadable Software), all as described in further detail hereinafter.

29.2. Under these Terms, we will be dealing with you in Securities as principal ("**Services**").

29.3. As part of our Services, we will use reasonable commercial efforts to supply you with the informational and technical means to access and use our Online Trading Facility, and provide you with market access and trade execution services ("**Transactions**") in Supported Financial Instruments on a 'rolling spot' or 'swap' basis, in a twenty-four-hour mode of operation, from Sunday 22:05 GMT to Friday 21:50 GMT, except on official public holidays in the USA and Europe ("**Dealing Hours**" or "**Trading Hours**"), subject to the relevant markets in London, the USA and/or Asia being open.

29.4. Extended-Hours Trading:

a) The Company, from time to time, may offer the ability for you to trade outside the main "**Dealing Hours**" or "**Trading Hours**" for certain products, including pre-market, post-market, overnight and weekend sessions. Any products eligible for this offering will be clearly displayed and identified as such in our Online Trading Facility.

b) The Company may restrict or suspend execution in certain instruments during periods when the primary market is closed where reliable pricing information or sufficient liquidity is unavailable, where the Company cannot reasonably establish a fair and orderly price, or where such action is necessary for risk management, operational or regulatory reasons. Where reasonably practicable, the Company will provide its Clients with notice of planned suspension, restriction or discontinuation. However, where immediate action is required due to market, liquidity, pricing, operational, regulatory or other circumstances, the Company may take such action without prior notice. The Company may permanently cease providing such products or services with appropriate client notification where reasonably possible however, the Company is not obliged to provide the reasoning behind its decision.

c) Trading outside the main "**Dealing Hours**" or "**Trading Hours**" involves increased risk. During these "**Extended Trading Hours**", trading activity is typically lower, which can lead to reduced liquidity and increased price volatility. With fewer market participants, prices may move more sharply than they do during the main "**Dealing Hours**" or "**Trading Hours**"; as a result, prices can change rapidly, and some orders may be more difficult to execute due to the lower level of market activity. Spreads may also be wider than those available during the main trading session and may vary during **Extended Trading Hours**.

d) Although the same order types are available during the **Extended Trading Hours** due to reduced liquidity, pending orders may not be executed in the same way as they would during the main "**Dealing Hours**" or "**Trading Hours**". For limit orders, Take-Profit orders, Stop-Loss orders, we will only execute the order after confirming that the target price reflects broader market activity. This safeguard helps establishing a fair and orderly price and therefore supports execution at a representative market price.

e) By placing an order during an **Extended Trading Hours** session, and not during the main "**Dealing**

Hours" or "**Trading Hours**", you acknowledge and understand the risks associated with this offering, as mentioned above in sections 29.4. (b), 29.4. (c) and 29.4. (d), our Order Execution Policy and our Risk Disclosures.

30. Execution of orders

30.1. We offer reception and transmission dealing services to you in relation to transactions in in respect of Over-The-Counter ("**OTC**") traded instruments, such as Spot Forex, Contract for Differences (CFDs) on stocks, indices, precious metals or any other financial instruments or commodities available for trading from time to time via our Online Trading Facility ("**Supported Financial Instruments**"), and such additional services as we may agree from time to time in writing.

30.2. We will NOT advise you on the merits or suitability of any Transaction and/or Contracts entered into pursuant to these Terms and Conditions, nor will we manage or monitor your investments. You acknowledge that our execution of any Order on your behalf does not in any way imply that we have approved or recommended that Transaction or investment. For your information, we have set out various risk disclosures on our Online Trading Facility.

30.3. All Transactions and/or Contracts we enter into with you or execute on your behalf will be placed and executed in accordance with the terms of our Order Execution Policy (as amended or extended from time to time) full details of which are available on our Online Trading Facility ("**Order Execution Policy**"). Our Order Execution Policy is part of these Terms and Conditions and is incorporated herein by reference, shall be applicable to all Transactions and Contracts entered into by and between you and us, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the Applicable Laws and Regulations.

31. Prices and Open Positions

31.1. We will provide you with "bid" and "ask" prices ("**Price Quote(s)**") in respect of Supported Financial Instruments through our Online Trading Facility or, in those instances where we have agreed to do so, through our dealing department. The Price Quotes that we quote are determined by us and usually represent a mark-up or mark-down on inter-bank dealing rates. Our fees and charges are set out on our Online Trading Facility. Each price published shall be valid until the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by us.

31.2. Each Price Quote shall be available for use in a dealing instruction for a Transaction and/or Contract with a principal amount not to exceed a maximum leverage amount, determined by us, published on our Online Trading Facility or otherwise notified to you ("**Leverage**"). You acknowledge that the prices and maximum Leverage we may offer to you may differ from prices and Leverage provided to other clients of ours and may be withdrawn or changed by us at any time, without prior notice and without any obligation on our end to provide any explanation and/or justification. We may in our absolute discretion and without prior notice to you, immediately alter, withdraw or refuse to deal on any Price Quote we may have published or cease the provision of Price Quotes altogether in some or all Supported Financial Instruments and for some or all value dates at any time and without any obligation or our end to provide any explanation and/or justification.

31.3. Our Services are restricted to executing Transactions and/or Contracts in Supported Financial Instruments via our Online Trading Facility, at the Price Quotes displayed on our Online Trading Facility or otherwise communicated to you at your request.

32. Instructions and basis of dealing

32.1. **Placing of instructions:** Unless expressly agreed upon otherwise, by us all dealing instructions must be given to us electronically via our Online Trading Facility, unless we tell you that instructions can only be given in a particular way. We may, in our absolute discretion, require confirmation (in such form as we may specify) of any dealing instruction, as appropriate. We shall be authorised to follow instructions notwithstanding your failure to confirm them in writing. A dealing instruction or Order given by you to us shall not take effect until it is actually received by us. In this Agreement, unless the context requires otherwise, instructions and Orders shall have the same meaning.

When you place an Order via our Online Trading Facility, or in such other manner as we may specify to you in writing from time to time:

a) you are offering to enter into a Transaction and/or Contract with us at the price we quote when you complete all obligatory fields and click the relevant button; and
b) you and we will be bound by a Transaction and/or Contract only when details of the Transaction and/or Contract are reported as executed on our Online Trading Facility. If you do not see details of the executed Transaction and/or Contract on our Online Trading Facility, please call us immediately to confirm the status of the Transaction and/or Contract.

32.2. You may place an electronic Order on our Online Trading Facility at any time. However, we will execute a Transaction and/or Contract only during times which are both our trading hours and the market hours for the relevant market. Market hours are as stated in the market information on our Website and may change from time to time.

32.3. **Right not to accept Instructions/Orders:** We may (but shall not in any circumstances be obliged to) accept instructions to enter into a Transaction and/or Contract. We may at our absolute discretion refuse to accept any dealing instruction given by you or on your behalf, in whole or in part, and refuse to act on it, without giving any reason or being liable for any loss occurred thereby. In addition, a dealing instruction which, for any reason, is not received by us in a manner in which it can be processed, including a failure of our Online Trading Facility to accept or process such instruction, shall be deemed not to have been received by us.

We reserve the right to refuse to enter into any Transaction and/or Contract. Such situations include but are not limited to, when:

a) trades are placed outside of the market hours;
b) trades are individually or in the aggregate larger than the maximum quantity or smaller than the minimum quantity we set for the market;
c) your margin is insufficient to fund the proposed Transaction and/or Contract;
d) our Price or the Transaction and/or Contract derives from a Manifest Error;
e) we believe the Transaction and/or Contract would be in breach of this Agreement or any legal or regulatory requirement applicable to you or us.

32.4. **Binding Effect:** Confirmation of a dealing instruction by us shall constitute a binding agreement between us on the terms of such instruction. The procedure for entering dealing instructions is specified on our Online Trading Facility in the online trading section.

32.5. **Control of Orders prior to execution:** We have the right (but no obligation) to set limits and/or parameters to control your ability to place Orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation): (i) controls over maximum Order amounts and maximum Order sizes; (ii) controls over our total exposure to you; (iii) controls over prices at which Orders may be submitted (to include (without limitation), controls over Orders which are at a price which differs greatly from the Market Price at the time the Order is submitted); (iv) controls over our Electronic Services (to include (without limitation) any verification procedures to ensure that

any particular Order has come from you); or (v) any other limits, parameters or controls which we may be required to implement in accordance with Applicable Laws, Rules and/or Regulations.

The Company has the right to amend and/or cancel any Orders which have been executed within a very small timeframe and the cumulative sizes of those Orders exceed the maximum allowable Order size limit (i.e. a Client may place five orders within two seconds which individually are all below the maximum allowable Order size limit but exceed the limit on a cumulative basis).

32.6. **Order Execution Policy:** We shall use our reasonable endeavours to execute any Order promptly, but in accepting your Orders we do not represent or warrant that it will be possible to execute such Order or that execution will be possible according to your instructions. In general, we shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act in accordance with our Order Execution Policy. If, after instructions are received, we believe that it is not reasonably practicable to act upon such instructions within a reasonable time, we may defer acting upon those instructions until it is, in our reasonable opinion, practicable to do so, or we may notify you that we are refusing to act upon such instructions. We shall not be liable for any losses resulting from such deferral or refusal. If we encounter any material difficulty relevant to the proper carrying out of an Order on your behalf we shall notify you promptly. We shall carry out an Order on your behalf only when the relevant Market is open for dealings, and we shall deal with any instructions received outside Market hours as soon as possible when that relevant Market is next open for business (in accordance with the rules of that Market). You agree that we may execute an Order on your behalf outside a Market. When you give us a specific instruction, our Order Execution Policy may not apply, and we may be unable to take the steps described in such policy to obtain the best possible result in executing your Order. You confirm that you have read and agree to our Order Execution Policy as published from time to time on our Online Trading Facility. We will notify you of any material changes to our Order Execution Policy, but it is your responsibility to check for any other changes to our Order Execution Policy as published from time to time on our Online Trading Facility. We will consider the continued placement of Orders by you to constitute your continued consent to our Order Execution Policy as in effect from time to time.

32.7. **Crossing of Orders:** We may arrange for a Transaction and/or Contract to be executed, either in whole or in part, by selling an investment to you from another client, or a client of an Affiliate of ours, or vice-versa. We shall not give you prior notice if we arrange for a Transaction and/or Contract to be executed in this manner.

32.8. **Aggregation and Split of Orders:** We are entitled, in our absolute discretion, to combine and/or aggregate your Orders with our own Orders and/or with Orders of any of our Associates and/or Persons connected with us, including employees and/or other clients. Furthermore, we may split your Orders when executing them. Orders will only be aggregated or split, however, if we reasonably believe it to be in your best interest. On some occasions, however, aggregation and split of your Order may result in you obtaining a less favourable price in relation to a particular Order, than if your Orders had been executed, respectively, separately or mutually.

32.9. **Confirmation of instructions:** We may (but shall not in any circumstances be obliged) to require confirmation of any instruction in such form as we may reasonably request if it appears to us that such confirmation is necessary or desirable; or such instruction is to close an Account or remit money due to you. It is your responsibility to inform us of any change to your e-mail address, the non-receipt of a confirmation, or whether any confirmations are incorrect, before settlement.

32.10. **Performance and Settlement:** You will promptly deliver any instructions, money, documents or property, which we may require from you or which is deliverable by you under a Transaction and/or Contract in accordance with that Transaction and/or Contract, as modified by any instructions given by us, for the purpose of enabling us to perform our obligations under the relevant matching

Transaction and/or Contract on a Market or with an intermediate broker. If you do not provide us with such instructions promptly, we may, at our absolute discretion, take such steps at your cost, as we consider appropriate for our own protection or for your protection. This provision is similarly applicable in situations when we are unable to obtain contact with you.

32.11. **Intermediate Brokers and other Agents:** We may, at our entire discretion, arrange for any Transaction to be effected with or through the agency of an intermediate broker, who may be an Associate of ours, and may or may not be in Seychelles. Neither we, nor our respective directors, officers, employees or agents, will be liable to you for any act or omission of such an intermediate broker or agent. No responsibility will be accepted for intermediate brokers or agents selected by you.

32.12. **Position Limits:** We may, in our absolute discretion, require you to limit the number of open positions which you may have with us at any time and/or only allow you to enter into closing transactions or we may close out any one or more positions or reverse Transactions and/or Contracts in order to ensure that the position limits we have imposed are maintained.

32.13. **Fluctuations in Exchange Rates:** If you enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such Transaction and/or Contract will be entirely for your account and risk.

32.14. **Trade Reporting:** Under Applicable Laws, Rules and/or Regulations we may be obliged to make information about certain Transactions and/or Contracts public. You agree and acknowledge that any and all proprietary rights in such Transaction and/or Contract information are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

32.15. **Rollover:** If we do not receive instructions from you to settle any open Transactions and/or Contracts by the close of the Business Day, we are hereby authorized (but not obliged) to transfer all said Contracts to the next business date traded ("**Rollover**"), as provided in further detail in clause 37 hereinafter.

33. Electronic trading terms

33.1. **Settlement/Trade Confirmation:** You acknowledge the electronic nature of our Services via our Online Trading Facility and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside our control. Accordingly, any instruction sent by you or on your behalf via our Online Trading Facility or by e-mail shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between you and us, when such instruction has been recorded as executed by us and confirmed by us to you through a Settlement/Trade Confirmation, and the mere transmission of an instruction by you or on your behalf shall not by itself constitute a binding Contract between you and us.

33.2. **Communications via the Internet:** Since we do not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of our clients' equipment or reliability of its connection, we shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to us, nor for any loss, expense, cost or liability suffered or incurred by you as a result of instructions being given, or any other communications being made, via the Internet. You will be solely responsible for all Orders, and for the accuracy of all information, sent via the Internet using your Access Codes. We will not execute an Order until we have confirmed the Order to you and transmission of an Order by itself shall not give rise to a binding Transaction and/or Contract between you and us.

33.3. **Mobile trading technology:** There are a series of inherent risks with the use of the mobile trading technology such as the duplication of Orders/instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may NOT reflect the actual executed price of the Order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price Quote or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider. Please also note that some of the features available on Online Trading Facility may not be available on our mobile feature.

33.4. **Pricing Data:** Unless otherwise indicated or agreed upon any prices shown on our Online Trading Facility are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to you on the Settlement/Trade Confirmation issued (whether on screen or otherwise) after your Order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the Order was placed. In the event that an erroneous price is used as the basis of any transaction, we reserve the right, at our sole discretion, to amend or revoke the details of the Transaction(s) and/or Contract(s) in question.

33.5. **Restrictions on Services Provided:** There may be restrictions on the total value and/or number of Transactions and/or Contracts that you can enter into on one day when using our Online Trading Facility.

33.6. **Limit Order Functionality:** The 'Limit Order' functionality of our Online Trading Facility will be subject to the Internet service remaining available over the period in which the' Limit Order' is outstanding, and will be subject to size limits input by our dealer(s) remaining in excess of your Order size and such dealer's position limits and/or any other limits determined by us to be applicable to you (whether or not disclosed to you) and you are still being able to facilitate the Order at the time the limit price is reached.

33.7. **Access Requirements:** You will be responsible for providing the computer system(s) to enable you to access and/or use our Online Trading Facility and for making all appropriate arrangements with any telecommunications suppliers or, where access to our Online Trading Facility is provided through a third party server, any such third party, necessary in order to obtain access to our Online Trading Facility; neither we nor any company maintaining, operating, owning, licensing, or providing services to us in connection with, our Online Trading Facility (a "**Third Party Service Provider**") makes any representation or warranty as to the availability, utility, suitability or otherwise of any such equipment, software or arrangements.

33.8. **Use of Information, Data and Software:** In the event that you receive any data, information or software via our Online Trading Facility, other than that which you are entitled to receive pursuant to this Agreement, you should immediately notify us in writing and do not use, in any way whatsoever, such data, information or Software.

33.9. **Maintaining standards:** When using our Online Trading Facility you must: (a) ensure that your computer systems are maintained in good order and are suitable for use with our Online Trading Facility; (b) run such tests and provide such information to us as we shall reasonably consider necessary to establish that your computer systems satisfy the requirements notified by us to you from time to time; (c) carry out virus checks on a regular basis; (d) inform us immediately of any unauthorised access to our Online Trading Facility or any unauthorised Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease; and (e) not at any time leave the computer terminal from which you have accessed our Online

Trading Facility or let anyone else use such computer terminal until you have logged off from our Online Trading Facility.

33.10. **System defects:** In the event you become aware of a material defect, malfunction or virus in your computer system(s) or our Online Trading Facility, you will immediately notify us in writing of such defect, malfunction or virus and cease all use of our Online Trading Facility until you have received permission from us to resume use.

33.11. **Liability And Indemnity:** Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to the Services we provide via our Online Trading Facility: (a) **System errors:** We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to our Online Trading Facility may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to our Online Trading Facility for this reason; (b) **Delays:** Neither we nor any third party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you via our Online Trading Facility; (c) **Viruses from our Online Trading Facility:** We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into your computer system(s) via our Online Trading Facility or any software provided by us to you in order to enable you to use our Online Trading Facility, provided that we have taken reasonable steps to prevent any such introduction; (d) **Viruses from your Computer System(s):** You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our Online Trading Facility, computer system(s) or network(s) and you will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

33.12. **Unauthorised use:** We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorised use of our Online Trading Facility. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using our Online Trading Facility by using your designated Access Codes (usernames and/or passwords), whether or not you authorised such use.

33.13. **Suspension or permanent withdrawal with notice:** Without prejudice to any other provisions of this Agreement, we may suspend or permanently withdraw our Online Trading Facility, by giving you five (5) calendar days written notice.

33.14. **Immediate suspension or permanent withdrawal without notice:** Without prejudice to any other provisions of this Agreement, we shall be entitled, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to access and/or use our Online Trading Facility, or any part thereof, without prior notice, where we consider it necessary or advisable to do so, for example due to: (a) your non-compliance with any Applicable Laws, Rules and/or Regulations (b) breach of any provisions of this Agreement; (c) on the occurrence of an Event of Default; (d) network problems; (e) failure of power supply; (f) maintenance; or (g) to protect you when there has been a breach of security. In addition, the use and/or access of our Online Trading Facility, or any part thereof, may be terminated automatically, upon the termination (for whatever reason) of (a) any license granted to us which relates to the operation of our Online Trading Facility; or (b) this Agreement. The use and/or access of our Online Trading Facility may be terminated immediately, in whole or in part, if any Underlying Instruments relating to any Supported Financial Instrument(s) is/are withdrawn by any Market and/or if we are required to withdraw our Online Trading Facility, in whole or in part, to comply with Applicable Laws, Rules and/or Regulations.

33.15. **Effects of permanent withdrawal:** In the event of a termination of the access and/or use of our Online Trading Facility for any reason, upon our first request, you shall, at our option, return to us or destroy all hardware, Software, System Documentation and/or other documentation or files we have provided to you in connection with our Online Trading Facility, and any copies thereof.

34. Trade confirmations and account statements

34.1. **Electronic Settlement/Trade Confirmations:** Following the execution of a dealing instruction for your Account, we will send you an electronic confirmation in respect of that Transaction and/or Contract as soon as reasonably practicable, and in any event within the time required by relevant laws and regulations, by posting a trade confirmation ("**Settlement/Trade Confirmation**") on our Online Trading Facility, but failure to do so will not affect the validity of the transaction. Settlement/Trade Confirmations will normally be available instantly following the execution of the Transaction via our Online Trading Facility. We will also send a monthly statement in relation to the activity of your account(s) ("**Account Statement**"), including, details of the contents and value of your Account, open positions and such other information required from time to time to be disclosed. Such Trade Confirmations and Account Statements are electronically transmitted or otherwise sent to you at your last registered email address in our records and will be deemed to have been received by you when sent to the relevant address. Settlement/Trade Confirmations and Account Statements shall be deemed to be conclusive and binding on you, if not objected immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than the close of the next business day (being a day, other than a Saturday, Sunday or public holiday, when banks in Seychelles are open for business) (a "**Business Day**") following the day on which the Settlement/Trade Confirmation and Account Statement were posted on our Online Trading Facility. In the event that you believe to have entered into a Transaction or Contract, which should have produced a Settlement/Trade Confirmation or otherwise a posting on your Account, but you have not received such confirmation, you must inform us immediately when you ought to have received such confirmation. In the absence of such information, the Transaction and/or Contract may, at our reasonable discretion, be deemed to be non—existent.

34.2. **Reports of Account Activity:** We will post details of your Account activity on our Online Trading Facility and you will be able to generate daily and monthly reports of your Account activity as well as a report of each executed Transaction and/or Contract. Updated Account information normally will be updated periodically during our Dealing Hours and will in any event be available no more than twenty-four (24) hours after any activity takes place on your Account. Posting of Account Information (as defined below) via our Online Trading Facility will be deemed delivery of Settlement/Trade Confirmations and Account Statements. Account information will include Settlement/Trade Confirmations with ticket numbers, purchase and sale rates, utilised Margin available for Margin trading, statements of profits and losses, as well as current open positions, any other information required to be provided under Applicable Laws, Rules and/or Regulations and any other information we may make available ("**Account Information**"). We may in our absolute discretion withdraw or amend any Account Information at any time. Unless otherwise determined and stated "in the terms agreed upon by mutual consent of the Parties", you agree that we are under no obligation to provide confirmations in hard copy or by e-mail rather than through our Online Trading Facility. By accepting these Terms and Conditions you agree not to receive any Account Information in printed form us other than upon specific request. You must verify the contents of all Account Information received from us. The Account Information posted on our Online Trading Facility shall (save if manifestly incorrect) be conclusive evidence of your Transactions and/or Contracts, open positions, Margin and cash balances, and shall be conclusive and binding on you, if not objected to immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than closing of the next Business Day following the day that such information is posted on our Online Trading Facility.

35. Consent to receive electronic transmission of trade confirmations and account statements

35.1. You consent to receive all Account information, Trade Confirmations and Account Statements via the Internet and that Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the instructions given. You will be able to access all your Account information via our Online Trading Facility using your own Access Codes. You will have access via our Online Trading Facility to customizable statements that will allow you the ability to view individual Transactions and/or Contracts, daily, weekly, and monthly reports and trade information. The updated Account information normally will be updated periodically during our Dealing Hours and will in any event be available no more than twenty-four (24) hours after activity is generated in your Account.

35.2. The posting of these activities will be deemed delivery of Settlement/Trade Confirmation and Account activity Statements. The information will include Settlement/Trade Confirmations with ticket numbers, buy and sale rates, transaction amount, statements of profit and loss, current open positions as well as pending Orders.

35.3. If you no longer wish to communicate via electronic media, you must notify us and revoke this consent in writing. If you do not wish to communicate via electronic media at all, you must inform us of your wishes when applying to open an Account with us. However, if you revoke your consent, your access to our Online Trading Facility may be restricted or terminated, at our sole discretion.

35.4. As previously indicated, any such communications being made via electronic media shall be treated as satisfying any legal requirement that a communication should be signed and 'in writing', to the extent permitted by Applicable Laws, Rules and/or Regulations Furthermore, you hereby waive any rights or requirements under any Applicable Laws, Rules and/or Regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

36. Recording of telephone conversations, electronic communications, and meetings

36.1. Your telephone conversations, Electronic Messaging, e-mails, internet conversations (chat), meetings and other communications with us may be recorded/maintained by us. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us.

36.2. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

36.3. A copy of the records mentioned herein above will be available, on request, for a minimum period of seven (7) years.

36.4. You have the right to withdraw your consent in relation to the recording of telephone conversations and electronic communications by informing us in writing. However, as the latter is a regulatory requirement, in case you revoke your consent, we may be unable to provide our services to you; thus, your access to our Online Trading Facility may be restricted or terminated.

37. Rollover and offset instructions

37.1. Rollover is the process of extending the settlement date of an open position (i.e. date by which an executed trade must be settled). The forex market allows two business days for settling all spot trades, which implies the physical delivery of currencies. In margin trading, however, there is no

physical delivery, so all open positions must be closed daily at end-of-day (22:00 GMT) and re-opened on the following trading day. This pushes out the settlement by one more trading day. This strategy is called rollover.

37.2. Rollover is agreed on through a swap contract which comes at a cost or at a gain for traders. We do not close and re-open positions, but will charge you a fee in respect of each such position and debit/credit your trading Accounts for positions held open overnight, depending on the current interest rates (LIBOR/LIBID with added mark-up) ("Rollover Fee"). As 2:00 GMT is considered to be the beginning and the end of a forex trading day, any positions which are still open at 22:00 GMT sharp are subject to rollover and will be held overnight. Positions opened at 22:01 are not subject to rollover until the next day, but if you open a position at 21:59, a rollover will take place at 22:00 GMT. For each position open at 22:00 a credit or debit appears on your account within 1 hour, and will be directly applied to your equity account.

37.3. The Rollover Fees that we charge will be published on our Online Trading Facility. We shall attempt to collect such Rollover Fees from the free balance in your Account with us. In the event that we are unable to collect such Rollover Fee(s) from the free balance in your Account with us, we reserve the right to close part, or all, of your open positions as per our Order Execution Policy. You shall be liable for promptly paying all Rollover Fees(s), even if all Margin previously deposited by you has been lost.

37.4. In the absence of clear and timely instructions from you, we are authorised, at our absolute discretion, to offset all or any portion of the positions in your Account(s) or to make or receive delivery on your behalf upon such terms and by such methods deemed reasonable by us.

38. Fair Value Adjustment

38.1. A Fair Value Adjustment ("FVA") is being applied on overnight short and long positions (credit/debit) of certain spot and cash instruments. Particularly, due to how our spot instruments are being priced by our Liquidity Providers (i.e., the difference between the two most sufficiently liquid future CFDs with the closest expiry date), we apply a fair value adjustment on the overnight positions held on the specific CFDs instruments. Depending on your overnight position and the price differential between the next future contracts and the cash instrument, your account will be adjusted accordingly with either a debit or a credit value.

This overnight value adjustment is split into two aspects:

i) a day's movement of our spot price from the earlier future contract to the later one; and
ii) an admin fee.

38.2. The difference in price between the two future contracts is dependent on the specific CFD instrument held and the current market conditions, and can vary substantially. That is, any increase or decrease in Fair Value Adjustment either to be credited/debited is exclusively stemming from market conditions affecting the specific instrument and is credited/debited to offset them on a daily basis. For positions held open during the market closure on Fridays, a Fair Value Adjustment is applied on a triple rate (i.e., 3-day rollover).

39. Corporate Events and Actions

39.1. In the case where an Instrument becomes subject to a corporate event as set out below (sub-clause 39.2), the Company will carry out the appropriate actions to adjust your trading account for the effect of the event on your position, preserving the economic equivalent of the rights and obligations attached to your Transaction and/or Contract with the Company, on the ex-date of the event (i.e., the day the affected instrument's price will incorporate the effect of the event). Subject to this sub-clause, the Company shall take the following actions:

(a) Adjust the size and/or value and/or number of Orders as deemed appropriate, with the aim to preserve, to the greatest extent possible, the economic equivalent of your open positions;
(b) Endeavour to communicate the upcoming events and actions through any durable medium, including but not limited to the Company's website;
(c) Where you have a Pending Order or a Stop Loss and/or a Take Profit attached to your Orders, the Company aims to preserve, to the greatest extent possible, the equivalent of the rights and obligations of your Transaction and/or Contract immediately prior to the corporate event taking place;
(d) If a corporate event, such as a reverse stock split, results in share ownership below the minimum allowed by our systems, these positions will be rounded down to the nearest allowed trade size, with any value not captured by the position adjustment being reflected as a cash adjustment to your trading account.

Different actions may be followed by the Company in case you owned the underlying Instrument; however, the Company will endeavor to preserve economic equivalence to the greatest extent possible.

39.2. Subject to sub-clause 39.1, corporate events shall include the following:

(a) Distribution, by the issuer to the shareholders of the Underlying Instrument, of additional shares, other share capital, warrants or rights granting dividends that result in a dilutive effect on the market value;
(b) Stock splits and reverse stock splits that result in a change in the number of shares owned and the share price. A split is a corporate event whereby a firm multiplies the number of existing shares by a certain ratio, e.g. 1:2 (this indicates that every existing share will translate into two shares). In the 1:2 case, the shareholders' shares will double, but given the firm's market capitalization will remain unchanged, the stock price will halve, maintaining economic equivalence; It should be noted that under such an event your positions may be consolidated into a single entry on the terminal which will of course capture the effect of the corporate action on all your positions;
(c) Dividends; in case where an underlying instrument is granting dividends (equity index or stock), a cash adjustment will be made, equivalent to that paid to clients with an open position in the Underlying Instrument;
(d) Delisting/voiding of a tradable Instrument that will result in the closing of positions; It should be noted that in order to protect the Company and its Clients, the Company reserves the right, at its sole discretion, to remove and/or seize offering financial instruments, whenever the issuing corporation of such instruments has filed for bankruptcy, even if such an action does not result in the corporation's liquidation; the mere filing of a corporation for bankruptcy, is deemed sufficient indication for the Company to proceed with the immediate delisting of the relevant financial instrument;
(e) Takeovers or mergers (including spinoffs), depending on their terms may result in a cash adjustment similar to that of dividends;
(f) Any other event of similar nature to the aforementioned events that may have a concentrating or dilutive effect on the market value of the Instrument.

Chapter E: Copy Trading

This Chapter sets out the basics of and the terms that will apply while using the copy trading platform. The provisions in this Chapter will apply in addition to all the Chapters referred to in these Terms and Conditions of Business / Client Agreement which apply to all of our services.

40. Copy Trading Platform

40.1. Our copy trading platform provides you with the ability not only to interact, follow and copy other traders and/or strategies but also using "copy trading features" as well. Copy trading features include among others account information, trading histories, risk profiles, and other information in relation to Managers and/or strategies.

40.2. Copy trading allows traders (the "Investors") to copy trades from other traders (the "Managers"). By agreeing to follow a strategy, the Investor authorizes us to automatically recreate all the trades placed in the Manager's account into the Investor's Account without any prior consultation, consent and/or approval.

41. Investor

41.1. The Investor, by following a strategy of a Manager, hereby agrees to the following:

(a) To authorize and instruct the Manager to act on his/her behalf as he/she deems appropriate and in accordance with the specific strategy;
(b) To authorize the Company to perform all the necessary actions on the Investor's behalf in order to facilitate the subscription to the specific strategy. These include, but are not limited to, executing, on the behalf of the Investor and as triggered by the Manager's actions, the opening of new and previous positions as well as pausing the opening of any new positions, closing all open positions, and exiting the subscription all together. The Company shall have all systems necessary in place to facilitate, in good faith, all the aforementioned actions. However, the Investor agrees to not hold the Company responsible for any financial losses that might be directly or indirectly related to the performance of any such systems. Such cases include, but are not limited to, network connection disruptions, data center outages, sever incidents malfunctions and/or third-party software bugs. Please refer to Sections 17, 19 and 20 of this Agreement for more information;
(c) Any strategy selected to be followed by the Investor will be followed in proportion to the Investment Amount the Investor chooses to allocate. Such proportion is calculated by taking into consideration the Manager's equity and leverage and adjusting those elements to the Investment amount and leverage of the Investor. Subsequent balance operations or leverage changes on the Manager's behalf which affect the proportion will be automatically reflected and a new proportion ratio will be applied to maintain the initial allocation proportion.
(d) To authorize and instruct the Company to transfer the Manager's commission from the Investor's account to the account allocated by the Manager for this purpose at the closing of each trade by the Manager.

41.2. The Investor acknowledges and accepts that by following a strategy of a Manager he/she accepts the commission set and the leverage used by the respective Manager, taking into consideration that the Company has set a maximum leverage ratio for the Investor account which can be changed by the Company from time to time. Please refer to our website for the leverage ratio applicable to an Investor account.

41.3. The Investor understands that before copying a strategy of a Manager, he/she will need to allocate an amount equal or greater than the minimum investment amount set by the Manager. Such amount will

be used to determine the volume ratio with which the Investor uses to open trades in respect to the Manager's positions. Thereafter, the Company will proceed to activate such subscription and automatically execute, for the duration of the subscription, all necessary orders without consulting and/or obtaining approval and/or confirmation from the Investor. In cases where the volume ratio applied equates to a trade volume which is below the minimum threshold allowed, no such trade will be executed. In cases where the Investor maintains an open subscription to a strategy and the Investor Account equity amounts to less than USD 1 (one United States Dollar) and there are no open positions, such subscriptions will undergo an automatic termination.

41.4. The Investor acknowledges and agrees that variations in the pricing may occur from the moment that the Investor selects to copy a specific strategy to the actual moment that the Investor starts copying such strategy.

41.5. The Investor further acknowledges and accepts that if he/she selects to copy the Manager's open trades, the Company will open the position at the best available price at the time of copying and not the price at the time which the trade being copied was originally opened. If the relevant markets are closed at the time of copying, the Company will place a market order for you and once the market reopens, your order will be executed at the first available price.

41.6. Where the Investor is copying only new trades:

(a) The Company will endeavor to open such positions as soon as possible. However, the prices the Investor will receive may differ from those of the Manager due to a number of reasons such as the prevailing market prices, timing and account type spreads;
(b) All instructions and actions related to the copied trade will automatically be replicated in the Investor's Account, including stop losses, take profits and the closing of trades.

41.7. The Company reserves the right at its absolute discretion to close any or all open positions of a Manager at any time and the Investor's Account shall also be closed accordingly. In case the Manager account is deleted, all Investors positions will be closed and the relevant subscriptions will be exited automatically.

41.8. The Investor irrevocably and unconditionally acknowledges and agrees that any description provided by the Manager in relation to the strategy, including the performance fee, the minimum investment amount, the strategy type and/or any other features, has not been approved by the Company. Furthermore, the Investor acknowledges that a Manager has full discretion in the portfolio selection which might, at times, be not according to what is described at the strategy. The Investor further acknowledges, agrees and undertakes to perform his/her own due diligence on the Manager and the strategy before investing with the relevant Investor Account.

41.9. The Investor acknowledges and agrees that the Company shall not be and is not liable for any losses incurred in the Investor Account. The Investor further understands that such losses may exceed the Investment Amount he/she chose to allocate on the strategy and even higher than the losses suffered by the Manager.

41.10. The Investor acknowledges and accepts that any bonus(es) / promotion credit(s) given by the Company, from time to time, are not available for transfer and/or utilization in their Investor's account for Copy Trading purposes.

42. Manager

42.1. The Company reserves the right to reject and/or block the visibility of a strategy for any reason including

without limitation:

(a) The provided description of the strategy is not in accordance with the provisions of this Agreement and/or any other applicable laws, rules and/or regulations that govern the business relationship of the Manager with the Company and/or it contains illegal and/or unethical references, and/or personal or other information not related to the strategy, and/or lacks consistency and/or provides false or misleading information and/or infringes third party rights, including trademark and other intellectual property rights;
(b) The selected name of a strategy is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect morality or ethical standards;
(c) The selected picture connected to a strategy presents a minor, and/or is inappropriate, and/or misleading, and/or insulting of a race, and/or any religion, and/or refers to illegal actions, and/or does not respect morality or ethical standards.

42.2. The Company reserves the right, at its sole reasonable discretion, to close any or all open positions of a Manager at any time.

42.3. The Company reserves the right, at its sole discretion, to prevent any strategy from being publicly displayed if it determines that such a strategy is not in the best interest of Investors. This decision will be based on several factors, including but not limited to, the equity with which the strategy's performance was achieved, the frequency and timing of balance transactions, and other relevant considerations.

42.4. The Manager's commission is calculated and paid to the Manager's account and/or to the Manager's MyWallet at the closing of every trade, subject to a High Watermark calculation performed at the Company's discretion.

43. Limitations to copy trading service

43.1. The Company does not provide investment advice and/or recommendations, tax related or other financial related advice of any kind and/or investment management. Any explanation or information provided by the Company related to a copy trade or to the performance of the copy trade is not intended to be, and shall not be construed as advice. This information is provided solely for informational purposes.

44. Key risks of copy trading

44.1. By subscribing to a strategy, the Investor should always consider his/her financial situation, including any financial commitments. Copy trading is highly speculative, and losses can exceed the amount used to copy a strategy as a result of, including but not limited to the following:

(a) Copied trades in amounts lower than the minimum trade volume threshold will not be opened;
(b) Copy trading involves automated trading execution whereby trades are opened and closed in the Investor Account without the Investor's manual consent and/or approval; and
(c) Changes made by the Manager in relation to the Manager's Account, which affect the trading features of such account including but not limited to account type, leverage and equity, might generate a materially different result for the Investor subscribing to the Manager. This can be due to multitude of factors such as spreads, swaps, allocation ratios, price level timing and minimum volume threshold rejections.

44.2. Past performance, risk score, portfolio and any other information on our Copy Trading Platform are not reliable indicators of a future performance. The Company does not represent or guarantee that the Investor will achieve profits or losses similar to those shown on the Manager's strategy. Furthermore,

the Company does not represent or guarantee that the risk score of a Manager's strategy will accurately reflect the risk of their future performance.

44.3. The Copy Trading Platform has a number of functionalities that we make available from time to time. However, we may add, remove, or change the availability and features of such functionalities at our absolute discretion and without giving prior notice.

44.4. The Manager and the Investor acknowledge and agree that are subject to limitations depending on their region.

45. Liability

45.1. Subject to the Applicable Laws and Regulations, the Company shall not be held liable for any losses arising from:

(a) Actions taken by the Company to carry out the Investor's written instructions; and/or
(b) Decisions or actions taken by a Manager that an Investor has chosen to copy.

Chapter F: Margin Deposits, Collateral and Payment

46. Margin and collateral

46.1. **Contingent liability:** Where we effect or arrange a Transaction and/or Contract, involving, for instance, a Contract for Differences, you should note that, depending upon the nature of the Transaction or Contract, you may be liable to make further payments when the Transaction and/or Contract fails to be completed or upon the earlier settlement or closing out of your position. You will be required to make further variable payments by way of Margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the Market Price of your investment will affect the amount of Margin payment you will be required to make.

46.2. **Margin call:** You shall pay us on demand: (a) such sums of money as we may from time to time require as security for your obligations to us; (b) any amount necessary for maintaining a positive balance in any and all of your Accounts with us; and (c) such sums of money by way of deposits or as initial or variation Margin, in respect of and as security for your actual, future and contingent liabilities to us in such amounts and in such forms as we, in our absolute discretion, may require. We may, in some circumstances, require higher margin depending on market conditions, market circumstances, total equity of all Accounts held with our Company, or due to the size and/or volume of your trading activity with our Company.

46.3. **Margin requirements:** Any requirement for Margin payments must be satisfied within such time as may be specified by us or, if none is specified, immediately. One Margin call does not preclude another. Margin requirements vary per financial instrument. For further information on the applicable margin requirements per financial instrument, please refer to our Company's website.

46.4. **Margin requirements prior to and during Market Disruption:** Without prejudice to what is set out herein above, the Company at its sole discretion may temporarily require higher margin for placing new Orders for any specific or all Financial Instruments (compared to the normal margin requirements of the Client's account) in the following cases:

a. Prior to and/or during Friday market closure;
b. Prior and/or during to any other market closure for any specific or all Financial Instruments;
c. Prior and/or during to any major news announcements, such as, but not limited to, the Non-Farm Payroll announcement made by the United States Department of Labor;
d. Prior to and/or during any anticipated abnormal Market conditions and/or Market Disruptions.

The above temporary increase of the margin requirements may affect any open Orders in your Account, either placed prior to or following the implementation of the new Margin requirements.

46.5. **Form of Margin:** Margin must be provided in the form of cash or, only in those instances in which we may agree otherwise, other assets, such as collateral (by which we mean investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) ("**Collateral**") (all together "**Assets**"). The currency of the cash Margin you pay to us shall be the currency of the relevant underlying Transaction (if applicable) or as we may in our discretion reasonably decide from time to time. Cash Margin is paid to us as an outright transfer of title and you will not retain any interest in it. Cash Margin received by us will be recorded by us as a cash repayment obligation owed by us to you.

46.6. **Failure to meet Margin call:** You are responsible for maintaining appropriate arrangements with us at all times for the receipt and communication of information regarding Margin. You shall promptly deliver any money or property deliverable by you in respect of any Transaction or Contract in accordance with the

terms of that Transaction or Contract and with any instructions given by us for the purpose of enabling us to perform our obligations under any corresponding Transaction or Contract entered into between us and a third party. If you fail to provide us with Margin, deposits or other payable amounts in accordance with the terms of any Transaction or Contract within the required time, we will be entitled, at our sole discretion, to close out any open Transaction or Contract without prior notice to you and apply any proceeds thereof to payment of any amounts due to us and/or, as we deem fit at our sole discretion. Such failure may also be considered as an Event of Default.

46.7. **Currency Conversion:** All initial and subsequent calls for Margin shall be made in the currency of the Transaction and/or Contract, or in the currency of your Account as we determine, in such amounts as we may in our absolute discretion require; we are authorised to convert funds in your account for Margin into and from such foreign currency at a rate of exchange determined by us on the basis of the then prevailing money market rates. In such circumstances, we will not be liable to you for any loss suffered by you as a result of such action (although, we will use reasonable endeavours to only convert such funds as may prudently be required to cover the position in respect of the relevant transaction).

46.8. **Refusal to accept Margin:** We reserve the right to return to you at any time, with or without reasons and without being obliged to provide you with any justification of explanation, any Assets deposited with us by way of Margin, Collateral, deposits or otherwise.

46.9. **Negative Balance Protection:** Means the limit of a client's aggregate liability, for all CFDs connected to a trading Account with the Company, to the funds in that Account.

Trading in leveraged Financial Instruments involves significant risk on your invested capital. However, XMTrading follows a Negative Balance Protection policy, on a per account basis, which aims to ensure that your maximum losses from trading CFDs, including all related costs, are limited to the total funds in your trading account (i.e., no additional liability incurs). This should include any funds yet to be paid into your account due to net profits from the closure of open trades connected to your trading account.

Notwithstanding the above, any indication or suspicion, in XMTrading's reasonable discretion, of any form of arbitrage performed in your trading account either solely or in connection with other clients of our company (including but not limited to risk-free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties and abuse of our 'no negative balance', constitute a violation of these Terms and Conditions. In such cases, we reserve the right, among others, NOT to apply our Negative Balance Protection policy and transfer any or all funds you may have in a different trading account to set-off the obligations (e.g., negative balance) that have occurred to the other account used for any abusive acts.

47. Margin call policy / Margin call level / Stop-out level

47.1. You accept that our Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of your available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts you are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading Facility.

47.2. Our Margin Call Policy guarantees that your maximum possible risk is your Account equity. If the equity in your Account drops to 50% of the Margin Level required to maintain your open positions ("Margin Call Level"), you will receive a Margin Call. This is a warning message that the equity in your Account is not enough to support your open positions. At this point, you will not be able to take any new position

and you will have the option to deposit sufficient money in order to maintain your open positions. When you have losing positions, your Margin Level will go down and may become close to the Margin Call Level. When you have winning positions, your Margin Level will go up and the Margin Call Level may become more remote.

47.3. All clients are fully and personally responsible for monitoring the activity of their Accounts, including, without limitation, whether and when their open positions reach Margin Call Level.

47.4. The "**Stop-out Level**" is the level of your equity where our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory. For all trading accounts the Stop-out Level is equal to 20% of the Margin Level required to maintain your open positions. Please note that hedged positions are also subject to margin requirements in case the equity of your Account has entered into a negative territory; and thus, the automatic Stop-out facility is initiated.

47.5. In the case where a 'Stop Order' or 'Limit Order' (or 'Entry Stop' or 'Limit') is entered at the same price that would trigger a Stop-out, the Stop-out will be executed when that price is touched (or gaps through the price) and all pending Orders attached to that trade will be cancelled.

47.6. **A MARGIN CALL OR, AS THE CASE MAY BE, STOP-OUT, WHEN TRIGGERED, WILL TAKE PRECEDENCE OVER OTHER ORDER TYPES.**

48. Security

48.1. **Security interest:** All Assets belonging to you which we may at any time be holding for you (either individually, jointly with another, or as a guarantor of the account of any other person) or which may at any time be in our possession or control or carried on our books for any purpose, including safekeeping, are to be held by us as security for the performance of your obligations to us and held subject to a general lien and right of set-off for any of your liabilities to us and irrespective of the number of Accounts you may have with us. Without limitation such security shall comprise the credit balances on your Account(s), any securities registered as belonging to you on our books, and the value of your open positions with us. We may, in our absolute discretion and without notice to you, apply and/or transfer any or all Assets belonging to you between any of your accounts with us and combine or set off between accounts and convert any currency into another. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amounts (whether actual or contingent, present or future) at any time owing between you and us paying you the difference. You may not withdraw or substitute any Assets or property subject to our Security interest without our prior express and written consent.

48.2. Our services to you are provided on the understanding that where you transfer money and/or Collateral to us by way of Margin or otherwise, we will treat this as a transfer of full ownership of such money and/or Collateral to us for the purpose of securing or covering your present, future, actual, contingent or prospective obligations, and we will not treat such money and/or Collateral as 'Client Money', within the meaning of paragraph 30 of Securities (Conduct of Business) Regulations 2008. Any such money and/or Collateral received by us from you or a third party for your account will be owed by us to you, even where we are acting as your Agent and you no longer have a proprietary claim over such money and/or Collateral transferred to us by way of Margin, and we can deal with it in our own right. Accordingly, without prejudice to any other provisions of this Agreement, we shall have the right to pledge, charge, loan or otherwise use or dispose of all or part of such money and/or Collateral provided to us by way of Margin, as if we were the beneficial owner thereof. We will transfer an equivalent amount of money and/or Collateral back to you where, at our sole discretion, we consider that the amount of money and/or Collateral you have transferred to us is more than is necessary to cover your present and

future obligations to us. You agree that Collateral provided in the form of investments will be returned to you in the form of investments of the same description and amount as those accepted by us as Collateral, but that any such Collateral returned to you need not be the actual investments provided by you.

48.3. **Set-off on Default:** If an Event of Default occurs (as defined hereinafter) or this Agreement terminates, we shall set-off the balance of cash Margin owed by us to you against your obligations (as reasonably valued by us) to us. The net amount, if any, payable between us following such set-off, shall take into account the amounts payable to us under the clause headed "**Netting**" of this Agreement.

48.4. **Right to pledge, re-pledge, hypothecate, invest or loan**: You hereby warrant and represent that any property or Assets you transfer to us as Collateral under these Terms and Conditions are free from any lien, Security interest or other encumbrance other than the lien created under these Terms. You hereby also grant to us the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other clients any Collateral we hold for you whether, to ourselves as broker or to others in satisfaction of our clients' obligations to us or such third party.

48.5. **Negative pledge:** You undertake neither to create nor to have outstanding any Security interest whatsoever over, nor to agree to assign or transfer, any of the cash or non-cash Margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

48.6. **Power to charge:** You agree that we may, to the extent that any of the Margin you provide us with under these Terms and Conditions constitutes "**financial collateral**" and this Agreement and your obligations hereunder constitute a "**security financial collateral arrangement**", free of any adverse interest of yours or any other person, grant a Security interest over Margin provided by you to cover any of our obligations to an intermediate broker or Market, including obligations owed by virtue of the positions held by us or other of our clients.

48.7. **Power of sale:** If an Event of Default occurs (as defined hereinafter), we may exercise the power to sell all or any part of the Margin you provide us with under these Terms and Conditions and shall be entitled to apply the proceeds of sale or other disposal in paying the costs of such sale or other disposal and in or towards satisfaction of the Secured Obligations. Such sale shall take place by the means that we in our reasonable discretion determine and at the price that we in our reasonable discretion determine to be the best obtainable.

48.8. **General lien:** In addition, and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Laws, Rules and/or Regulations we shall have a general lien on all Assets and property held on your behalf by us, our Associates or our nominees, until the satisfaction of all Secured Obligations. Without limitation, such general lien shall comprise the credit balances on your Accounts, the securities registered as belonging to you on our books, and the value of your open positions with us. We may, in our absolute discretion and without notice to you, apply and/or transfer any or all such Assets which you have deposited at any time with us or which may at any time be in our possession or control or carried on our books for any purpose, including safe keeping, between any of your Accounts with us and combine or set off between accounts and convert any currency into another. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set-off any amounts (whether actual or contingent, present or future) at any time owing between you and us paying you the difference.

Chapter G: Commissions, Fees and Charges

49. Commissions, fees and charges

49.1. You shall pay to us such fees and charges (including, without limitation, spreads, charges, interest and other fees) ("**Commissions and Charges**") at such rates as are notified by us to you from time to time or published on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge that you have read, understood and accepted the information under the Spreads / Conditions Schedule posted on our Online Trading Facility at https://www.xmtrading.com/spreads, in which all such Commissions and Charges (including, without limitation, spreads, charges, interest and other fees) are explained.

49.2. We reserve the right to amend, alter, modify, delete or add to any of these Commissions and Charges at any time and at our sole discretion. When these Commissions and Charges are modified (hereinafter referred to as "**Changes**") we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes, each such notification of which shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly the information posted under the Spreads and Conditions Schedule on our Online Trading Facility regarding any such Changes. Therefore, you should review the Spreads and Conditions Schedule on our Online Trading Facility from time to time so as to ensure that you will be aware of any such Changes. Except if, and then to the extent provided otherwise in this Agreement, all Changes shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments are made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such Changes and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those Changes, you should cease to use our Online Trading Facility, and inform us in writing, immediately.

49.3. In the event that such Changes are to your advantage, or the grounds for such Changes are due to external circumstances beyond our reasonable control, we are entitled to modify such Commissions and Charges with immediate effect, without the need to give prior notice. Such circumstances may include, without limitation: (a) Changes in the relationship with our counterparties, which affect our cost structures; (b) Changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on by us to you.

50. Other fees and charges

50.1. In addition to the Commissions, Fees and Charges mentioned above, you shall be responsible for the payment of any other fees and charges that may be incurred as a result of the provision of our Services to you, including, without limitation, all applicable VAT (if any) and other duties and/or taxes, and all other fees incurred by us in connection with any Transaction and/or Contract and/or in connection with maintaining a client relationship with you.

50.2. In particular, we shall be entitled to demand that the following fees and/or expenses are paid separately by you: (a) all extraordinary disbursements resulting from our client relationship e.g. telephone, telefax, courier, and postal expenses in the event that you request hardcopy Settlement/Trade Confirmations, Account Statements etc. which we could have delivered in electronic form; (b) any expenses we may incur, caused by non-performance by you, including a fee determined by us in relation to forwarding of reminders, legal assistance etc.; (c) any expenses we may incur in connection with replies to inquiries by public authorities, including, without limitation, a fee determined by us in relation to forwarding of transcripts and enclosures and for the preparation of copies; (d) administration fees in connection with Security deposits, and any expenses we may incur in relation to

a pledge, if provided, including any insurance premium payments; e) transaction fees, in the event that no significant trading activity is developed in your Account; and (f) any expenses we may incur in connection with auditor's comments/reports if such is requested by you; (g) swaps/rollover fees (h) a fee for any type of abuse/prohibited trading activity performed in your trading account either solely or in connection with other clients of our company. Regarding the latter, where our business relationship has been terminated but you, however, managed to successfully open an account and trade with our company due to any technical and/or human error, we reserve every right to immediately close your account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges, back to the same source of deposit.

50.3. Any such fees and/or expenses will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. We reserve the right to introduce new fees.

50.4. In addition, we (and/or our Associates, Business Introducers or other third parties) may share and/or benefit from commission, mark-up, mark-down or any other remuneration in respect of any Transactions and/or Contracts entered into by us and/or in respect of any Transactions and/or Contracts carried out on your behalf. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. We may, upon reasonable request, to the extent possible and at our sole discretion, disclose to you the amount of any such commission, mark-up, mark-down or any other remuneration paid by us to any Associate, Business Introducer or other third party.

50.5. In the event that you instruct us to transfer open positions, moneys, and/or other Assets relating to your Account to another institution, you agree to pay us a transfer fee, as determined by us at our sole discretion.

50.6. If your Account(s) remain inactive for twelve (12) months, we reserve the right to charge you a one-off account maintenance fee of USD 15 (or currency equivalent), followed by a monthly fee of USD 10 for each month that the Account remains inactive in accordance with sub-clause 66.4. We reserve the right to change the 12-month inactivity period as we deem necessary.

51. Payment terms

51.1. Unless determined and stated otherwise "in the terms agreed upon by mutual consent of the Parties", all Commissions and Charges and other fees and charges shall be regarded as being due and payable immediately. Unless specified otherwise in these Terms and Conditions, any sums due to us pursuant to these Terms and Conditions may be deducted by us from the proceeds of any transaction or debited from your Account(s) with us. In the event of late payment by you, overdue amounts shall bear interest at a rate that we shall reasonably determine.

51.2. Unless specified otherwise in these Terms and Conditions, all amounts due to us (or to any Agents used by us) shall, at our sole discretion: (a) be deducted from any funds held by us for you; or (b) be paid by you in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

52. Currency conversion

52.1. If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether pursuant to a judgment of any court or otherwise, you will indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it is due.

52.2. We shall be entitled, but shall not in any circumstances be obliged, to convert:

a. any realised gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than your Base Currency (i.e. the currency in which your Account with us is denominated) to your Base Currency;
b. any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset de-nominated in a currency other than your Base Currency;
c. any funds held by us for you into such other currency as we consider necessary or desirable to cover your obligations and liabilities in that currency.

52.3. Whenever we conduct such currency conversions, we will do so at such reasonable rate of exchange as we select. We shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up will be defined in the Spreads and Conditions Schedule on our Online Trading Facility.

53. Pricing of OTC transactions

53.1. In respect of any OTC Transactions to be effected, we shall be entitled to provide Price Quotes at which we are prepared to trade with you. Save where we exercise any rights we may have under these Terms and Conditions to close a Transaction and/or Contract, it is your sole responsibility to decide whether or not you wish to enter into such a Transaction and/or Contract at such prices.

54. Prohibited trading techniques

54.1. **Circumvention & Reverse Engineering**: You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Online Trading Facility and/or computer system(s). If, at our sole discretion, we were to determine that you are in breach of this clause, we reserve the right to take all actions as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

54.2. **Artificial Intelligence Software**: It is absolutely prohibited to use any software , which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Online Trading Facility and/or computer system(s) with an ultimate purpose to gain unfair advantage and exploit our trading facility; in the event that we determine, at our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and/or charge you with extra fees. In addition, we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

Moreover, it is absolutely prohibited to use any software in such a way which can cause serious negative

impact on the performance of our servers and may prevent us from achieving the best possible result for our clients as regards the execution of their orders. In the event that we identify any such activity, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or immediately terminating your Account. Moreover, you acknowledge that once your Account has been terminated we may liquidate any outstanding contracts/positions you have with us. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

54.3. **Unlawful trading techniques:** Internet, connectivity delays, and price feed errors sometimes create a situation where the price(s) displayed on our Online Trading Facility do(es) not accurately reflect the market rates. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as "**arbitrage**", "**sniping**" or "**scalping**" hereinafter, collectively, referred to as "**Arbitrage**"), cannot exist in an OTC market where the client is buying or selling directly from the principal; accordingly, we reserve the right, at our sole discretion, NOT to permit the abusive exploitation of Arbitrage on our Online Trading Facility and/or in connection with our Services; any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked, at our sole discretion and without prior notice being required; furthermore, in those instances, we reserve the right, at our sole discretion and without prior notice being required: (a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the client); (b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval); (c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship; (d) to terminate the client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or (e) to inform any interested third parties.

54.4. Any indication or suspicion, in XMTRADING's sole discretion, of any form of arbitrage (including but not limited to risk free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties, abuse of our 'no negative balance' policy, fraud, manipulation, cash-back arbitrage or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, we reserve the right to close/suspend (either temporarily or permanently) all of the Client's trading Accounts and/or cancel all Transactions. In view of the above, please note that you will be strictly prohibited from opening any new trading Account(s) and trade with our Company. Nonetheless, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error, we reserve every right to immediately close your Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

54.5. We have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

54.6. **Changes in Market conditions:** please note that we shall have no obligation to contact you to advise

upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Over-The-Counter Market in leveraged Financial Instruments is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so.

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

54.8. **MT4 Multiterminal:** The Company offers the trading platform MT4/MT5 Multiterminal which allows the Client to manage more than one trading account. You hereby represent, warrant, and agree that you will not use MT4/MT5 Multiterminal to manage trading accounts not belonging to you.

Chapter H: Your Account(s) With Us

55. Account(s)

55.1. For the purpose of our Services and the transactions described herein, subject to the Terms and Conditions set forth herein, we will facilitate the opening and operation of one or more accounts for you on our Online Trading Facility, to be denominated in a currency determined by you, in which all Transactions and/or Contracts entered into by you via our Online Trading Facility will be recorded (your "**Account**").

55.2. Depending on the volume of your trading activity on your Account(s), executed transactions (e.g., closed orders) may be compressed into a single or multiple balance transaction(s) in your trading platform, reflecting your aggregated Profit and Loss amount; you will, however, be able to view and export your full trading history through your Portal.

56. Base currency

56.1. You shall designate a base currency for each of your Accounts on our Online Trading Facility, which shall be US Dollars, or any other currency listed on our Website(s), which is determined and/or stated in advance as the base currency of your Account "in the terms agreed upon by mutual consent of the Parties" ("Base Currency").

56.2. All payments from you to your Account(s) on our Online Trading Facility will be made on your request in the Base Currency of your Account. If we receive or recover any amount in respect of any of your obligations in a currency other than the Base Currency of your Account, the provisions of clause 52 (Currency Conversions) hereinabove shall be applicable mutatis mutandis.

56.3. When a withdrawal or refund is performed from your Account, we reserve the right (but shall under no circumstances be obliged) to remit the funds in the same currency in which such funds were initially received by us; in the event that such withdrawal or refund is made in a currency other than the Base Currency of your Account, the provisions of clause 52 (Currency Conversions) hereinabove shall be applicable mutatis mutandis.

56.4. No instructions to pay a third party from your Account(s) will be accepted by us, unless otherwise determined and/or stated in advance "in the terms agreed upon by mutual consent of the Parties" in writing.

57. Access codes (username and passwords)

57.1. In order to allow you to access and use our Online Trading Facility, we will provide you for each Account with a unique username and password that will allow you; (a) to access and use our Online Trading Facility;(b) to access and use your Account for the purpose of evaluating real-time evaluations of your open trading positions and consulting and/or reviewing historical transactional and account data; and (c) to access and use your Account for the purpose of entering into Transactions and/or Contracts and place trades related to Transactions and/or Contracts via our Online Trading Facility. The logins and passwords will continue to be in force unless terminated by either Party. We may provide replacement logins and passwords, at any time as we think fit, to protect the security of your Account and/or prevent unauthorized access and/or use of your Account. You may access your Account on our Online Trading Facility only through one or more of these logins and passwords or other access methods provided by us, or as otherwise determined and stated "in the terms agreed upon by mutual consent of the Parties" ("**Access Codes**").

57.2. In relation to any of your Access Codes, you acknowledge and undertake that: (a) you will be responsible for the confidentiality and use of your Access Codes; (b) other than with our prior written consent, you will not disclose any of your Access Codes to other Persons for any purpose whatsoever; (c) we may rely on all instructions, Orders and other communications entered using any of your Access Codes, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, Orders and other communications; and (d) you will immediately notify us at our customer support desk if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your Access Code(s).

57.3. In particular, it shall be your sole responsibility to monitor and restrict access to your Account(s) and you shall be solely responsible for ensuring that your Access Codes are known to, and used by, only those users and/or customers, which you expressly authorize and recognize. Notwithstanding anything to the contrary in this Agreement, you shall be responsible for the actions of any persons, authorized or unauthorized, who gain access to and/or make use of your Account on our Online Trading Facility through your Access Codes, and you shall be bound to clear and settle all Transactions and/or Contracts executed and effected via our Online Trading Facility through your Access Codes.

57.4. In the event that your Access Codes have been lost, stolen or compromised, you will promptly notify us thereof in writing. Upon receipt of such notice, we will immediately terminate your Access Codes, provided, however, that you will at all times remain responsible for any actions taken through the use of your Access Codes before they are terminated by us. Without prejudice to any of the foregoing, we shall at all times be entitled, at our sole discretion, to terminate, revoke, suspend, modify and/or change any or all of your Access Codes at any time with or without prior notice, provided, however, that we shall endeavour (but shall not in any circumstances be obliged to) provide you with prior notice to the extent practicable.

57.5. You will undertake best efforts to ensure that you comply at all times with: (a) all Applicable Laws, Rules and/or Regulations (b) the terms and conditions of this Agreement; (c) any additional terms and conditions determined and stated "in the terms agreed upon by mutual consent of the Parties"; (d) any and all disclaimers and additional terms and conditions presented in any part of our Online Trading Facility; and (e) any other terms and conditions pertaining to the transactions contemplated under this Agreement, as from time to time in effect. Furthermore, you are under an obligation to provide us with such information as we may request from time to time as part of our obligations to comply with applicable "**Anti-Money Laundering ("AML") Legislation**" and/or with any other relevant third party, governmental entity or regulatory agency.

57.6. You shall hold us harmless from, and indemnify us for, any sustained damages, which we may suffer from your failure to take adequate steps to protect the security of your Access Codes, and your failure to prevent any person from any unauthorized access and/or use of your Account(s) on our Online Trading Facility; you shall hold us harmless in any legal, administrative or arbitral proceedings and expenses related thereto, and you shall indemnify us for all damages, costs and expenses arising as a result of non-compliance with this clause.

58. Affiliates / Introducers of business

58.1. If you were introduced to XMTRADING by an Affiliate/Introducer of Business, you acknowledged and agree that:

a. You authorized the Affiliate/Introducer of Business to introduce you to XMTRADING;
b. A commission may be paid to the Affiliate/Introducer of Business for introducing you to XMTRADING, the amount of which can be found on the relevant section of our website (https://partners.xmtrading.com/partner-types);
c. The Company shall not be liable for any type of agreement that may exist between the Client and

the Affiliate/Introducer of Business or for any additional costs as a result of this Agreement; and

d. The Affiliate/Introducer of Business is not a representative of the Company.

59. Payments

59.1. You may deposit funds into your Account at any time. Deposits will only be accepted by a payment method (e.g. bank wire transfer, e-wallets etc.) in the same name as yours. Under no circumstances will third party or anonymous payments be accepted.

59.2. Unless expressly determined and stated otherwise "in the terms agreed upon by mutual consent of the Parties", we do not accept payments by cash and/or cheque. In those instances where we might agree, in principle, to accept payment by cash and/or cheque, we shall nonetheless have the right to refuse payment by cheque if any payment given has not cleared on the first presentation of the cheque.

59.3. If you give an instruction to withdraw funds from your Account, we will reduce the requested funds immediately from your Account balance and shall use our best efforts to process the specified withdrawal request within one (1) Business Day following the day on which the withdrawal request has been accepted, provided that the following requirements are met: (a) the withdrawal request includes all necessary information; (b) the instruction is to make a payment through a payment method in your name (e.g. bank wire transfer, electronic payment method(s), etc.); (c) you have provided full identification documentation to support your withdrawal request; and (d) in cases where there are open positions in the Account, the Margin Level in your Account does not fall below the minimum required level specified in our Online Trading Facility. Margin Level requirements may be higher in cases as referenced in sub-clause 46.4 (Margin Requirements prior to and during Market Disruptions) so as to avoid any possible withdrawal request to cause the Margin Level in your Account to fall below the minimum required level, as specified in our Online Trading Facility.

59.4. If we accept any payments made by a debit card, credit card or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge.

59.5. If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use or best efforts to credit your Account with the amount of such payment within one (1) Business Day following the day on which the deposit has been accepted, if we are satisfied that you are the sender of the funds. At any given time, if we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject such funds and/or return them to the remitter net of any transfer fees or other charges. You may be required to submit additional documentation as required by applicable "**Anti-Money Laundering ("AML") Legislation**" and/or any other similar rules and regulations applicable to us. We reserve the right to charge a "USD 50 - handling fee" to your Account upon confirming that the deposit received was not sent by you (i.e. third party deposit) to cover our expenses to prove that you engaged in a third party deposit, and you hereby authorize us to charge this amount.

59.6. We shall be entitled, but shall not in any circumstances be obliged, without prior notice to you, to convert: (a) any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Base Currency of your Account (i.e. the currency in which your Account with us is denominated) to the Base Currency of your Account; (b) any cash currency deposit to another cash currency deposit for the purpose of purchasing a Financial Instrument or asset denominated in a currency other than the Base Currency of your Account; (c) any funds deposited with us or held by us on your behalf into such other currency as we consider necessary or desirable, at our sole discretion, to cover your obligations and liabilities in that currency; whenever we conduct such currency conversions, we will do so at such reasonable rate of exchange as we select, at our sole discretion; under these circumstances, we shall be entitled to add a mark-up to the exchange rates; any such prevailing mark-up (if any) shall be posted on our Online Trading Facility in the Commission,

Charges & Margin Schedule.

59.7. All foreign currency exchange risk arising from any deposits in and/or withdrawals from your Account, or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.

59.8. We shall not be obliged: (a) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or which we are holding on your behalf ; or (b) to account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest.

60. Several/ Multiple trading accounts

60.1. In the event that you have more than one Account with us, we reserve the right to treat all such Accounts as if they were under one Account and to limit the number of Accounts maintained by a single holder, at our sole discretion.

61. Deposits, refunds and withdrawals

A. Deposits

61.1. We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.

61.2. You agree that any funds transmitted to our bank accounts by you or, where permitted, on your behalf, will be deposited into your Account with us at the value date of when they were received by us and net of any charges/fees charged by the bank account providers, our payment service providers and/or any other intermediary involved in such transaction process.

Before accepting any such funds into our bank accounts and/or making any such funds available in your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our client; in those instances where we are not satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our Client, we reserve the right to refund/send back the net amount received to the same remitter from, and by the same payment method through which such funds were received.

B. Refunds and withdrawals

61.3. We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.

61.4. Upon submitting a withdrawal request you may be required to submit documentation as required by applicable "**Anti-Money Laundering ("AML") Legislation**" and/or any other similar rules and regulations applicable to us.

61.5. When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable "**Anti-Money Laundering ("AML") Legislation**" and/or any other similar rules and

regulations applicable to us, before proceeding with any withdrawal request.

61.6. If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right (but shall under no circumstances be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges imposed by the receiver and/or for any currency exchange rates resulting from the payment of such amount and the provisions of clause 52 (Currency Conversions) hereinabove shall be applicable mutatis mutandis.

61.7. Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within one (1) Business Day following the receipt of the transfer request instructions. The amount to be transferred reduces the balance of the relevant Account from which such transfer is to be made, when the transfer request process is concluded. We reserve the right (a) to decline a withdrawal request if the request is not in accordance with the provisions of this clause, or (b) to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

61.8. You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payment details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

62. Deposits by credit / debit card

62.1. You can deposit funds to your Account with us quickly and easily by credit / debit card. The entire transaction is processed electronically - online.

62.2. Upon submitting a deposit request via your credit / debit card, you may be required to submit documentation as required by applicable "**Anti-Money Laundering ("AML") Legislation**" and/or any other similar rules and regulations applicable to us.

62.3. The Company takes the protection of its clients very seriously and has various systems, controls and tools set in place for their protection against credit / debit card fraud and so as to be in compliance with all applicable anti-money laundering regulations. The systems, limits and controls that the Company applies for the prevention and/or identification of credit / debit card fraudulent activity may include, but are not limited to, the following:

(a) Limits on the number of transactions allowed within a certain timeframe; and/or

(b) Limits on the amounts allowed to be deposited within a certain timeframe; and/or

(c) Limits on the amounts allowed to be deposited per transaction; and/or

(d) Limits on the amounts allowed to be deposited per registered email address; and/or

(e) Limits on the amounts allowed to be deposited based on the country the money is coming from; and/or

(f) Limits on the number of credit / debit cards allowed per client; and/or

(g) Limits on the deposit attempts allowed per email address; and/or

(h) Restrictions on the number of email addresses allowed to be connected with a single credit / debit card; and/or

(i) 3D secure authentication for the processing of transactions; and/or

(j) Checks for matching details.

In the case that the Company's systems and tools, as well as the systems and tools of the Company's payment services provides, identify a violation of the above limits and restrictions and/or clients fail to pass the security and authentication checks, the appropriate measures are taken in order to prevent possible credit / debit card fraudulent activity and ensure Company's protection. These measures may include, but are not limited to, the following:

(a) Investigations, further checks and/or request for additional documentation in order to verify the credit / debit card details and ensure that you are the legitimate owner/user of the credit / debit card(s) used;
(b) Delay of transactions' processing due to the investigations taking place;
(c) Refusal of credit card deposit(s) in question and refund of the net amount deposited to the same credit / debit card account and via the same payment method through which the deposit(s) was made;
(d) Cancellation of fraudulent transactions as soon as they are detected;
(e) Block access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account(s);
(f) Seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account(s) and active Orders associated with the credit / debit card that has been identified as fraudulent;
(g) Deny processing transactions exceeding the limits/restrictions and/or failure to pass the security and authentication checks.

62.4. Please note that it is a serious criminal offence to provide false or inaccurate information during your credit / debit card registration. Therefore, before we accept any credit / debit card deposits and/or making any such credit / debit card deposits, we must be fully satisfied that:
(a) you are the legitimate owner/user of the credit / debit card used; and
(b) it is you, as the legitimate owner/user of the credit / debit card, who is making and/or authorizing the deposit by credit / debit card.

In those instances where we are not satisfied with the above, we reserve the right to refuse the credit / debit card deposit(s) in question and to refund/send back the net amount deposited to the same credit / debit card account and via the same payment method through which such deposit(s) was/were made.

Fraudulent transactions are immediately cancelled after being detected. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly from exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants.; no correspondence will be entered into.

62.5. We reserve the right, at our sole discretion, to impose such deposit limits and restrictions, as we deem fit. Current deposit limits and restrictions are displayed on the Credit / Debit Card Deposit screen displayed on our Online Trading Facility. If you would like to increase your credit / debit card deposit limit, please contact our Customer Support team at support@xmtrading.com.

62.6. Card processing is provided by TPS Management Limited, registered with the Registrar of Companies in Nicosia, Cyprus under the number: HE 344535 and having its registered office at 80B Steliou Mavrommati, Agios Pavlos, 2364, Nicosia, Cyprus.

63. Chargebacks

63.1. If you place a chargeback (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a "USD 150 - research fee" to your Account upon receiving the chargeback to cover our investigative expenses.

63.2. We do not tolerate credit / debit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

64. Netting agreement

64.1. If on any date the same amounts are payable by a Party to this Agreement to another Party to this Agreement in the same currency, then, each Party's obligations to make payment of any such amount(s) will be automatically satisfied by "netting".

64.2. If the amounts are not in the same currency, the amounts may be converted in accordance with the principles set forth in clause 52 hereinabove.

64.3. If the aggregate amount that is payable by one Party exceeds the aggregate amount that is payable by the other Party, then the Party by whom the larger aggregate amount is payable shall pay the excess to the other Party and the obligations to make payment of each party will be satisfied and discharged.

64.4. If the client relationship is terminated, then the claims that the Parties have against each other shall be finally discharged by means of netting (closed). The value of any open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the Parties shall be the difference between the payment obligations of the parties.

64.5. Rates based on which any such Transactions and/or Contracts shall be closed shall be the market rates applicable on the day on which we decide to close such Transactions and/or Contracts. We may, at our reasonable discretion, determine the rates by obtaining an offer from a market maker in the asset in question or by applying rates from electronic financial information systems. When determining the value of any such transactions and/or Contracts to be netted, we shall apply our usual spreads and include all costs and other charges.

64.6. This netting agreement shall be binding on all Parties to this Agreement and on the estate and/or creditors of all Parties to the client relationship under this Agreement.

65. Client money and assets

65.1. Without prejudice to the provisions of the immediately preceding clause of this Agreement, all Assets (including, without limitation, cash, or only in those instances in which we may agree otherwise, other assets, such as collateral (by which we mean investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) handed over by you to us, or which we hold on your behalf for the provision of our Services ("**Client Money**"), will be held in an account with an approved bank and will be segregated from the Company's funds. Your Client Money may be pooled with the funds of other clients in a general omnibus account.

65.2. Unless you notify us beforehand and in writing, we may allow a third party, such as an exchange, a clearing house or an intermediate broker to hold all control all or part of your Client Money, where we transfer your Client Money: (a) for the purposes of a Transaction and/or Contract you have entered into, or are entering into with such third party; or (b) to meet your obligations to provide Collateral or Margin for a Transaction and/or Contract (e.g. an initial Margin requirement for a derivative Transaction).

65.3. You hereby authorize us to make any deposits and withdrawals from your Account with us on your behalf, including, without limitation and prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken and/or Contacts entered into under these Terms and Conditions, as well as for the settlement of any and all amounts which are payable by you, or on your behalf, to us or any other person under and/or pursuant to these Terms and Conditions.

65.4. Unless otherwise determined and stated "in the terms agreed upon by mutual consent of the Parties", any amount payable by us to you, shall be paid directly to you and not to any other Person, except in those instances there this has been agreed upon by mutual consent of the Parties.

65.5. Without prejudice to any other provisions of this Agreement, we may, at our sole discretion, from time to time and without your prior authorisation, set-off any amounts held on your behalf against your obligations to us and/or merge any of your Accounts with us.

65.6. You are entitled to withdraw the funds from your Account which are not used for Margin covering, without closing your Account.

65.7. Where your Account is inactive for a period of seven (7) years with a positive balance (i.e., there are funds available in your Account) and during that period no transactions have been carried out in relation to the Account or on the instructions of the holder of the Account and we are unable to contact you after we take reasonable efforts to achieve this, we will have the right to cease treating those funds as Client Money and make a deduction from your Account in accordance with sub-clause 50.5. If you later make a valid claim to us, we may pay you any amount owed to you by us.

66. Dormant and archiving policy

66.1. In the event that there is no activity (trading/withdrawals/deposits/internal transfers) in all of your Accounts for a set period of at least ninety (90) calendar days we will regard your Accounts to be "**dormant**". An Account shall be deemed as dormant from the last day of the ninety (90) calendar days in which there has been no activity (trading/withdrawals/deposits/internal transfer) in the Account.

66.2. Any pending orders may be deleted from dormant Accounts.

66.3. All remaining bonuses / promotion credits will be automatically removed from dormant Accounts.

66.4. Dormant Accounts will be charged with a monthly dormant fee of USD 10 (ten United States Dollars) or

the full amount of the free balance in the Account if the free balance is less than USD 10 (ten United States Dollars). There will be no charge if the free balance in the Account is zero.

66.5. Accounts with zero balance are deemed as archived on the last day of the 90 (ninety) calendar days in which there was no activity in them (trading/withdrawals/deposits/internal transfers).

66.6. Trading accounts with a balance of USD 5 / JPY 500 / EUR 5 and lower will be archived after a period of 90 (ninety) calendar days. Trading accounts are deemed archived from the last 90 (ninety) calendar days during which there was no activity in them (trading/withdrawals/deposits/internal transfers).

67. Swap-free Instruments

67.1. We, at our sole discretion, offer clients the possibility of trading swap-free on certain instruments (hereinafter "Swap-Free Instruments"), where applicable and according to the type of Trading Account selected (e.g. KIWAMI accounts).

67.2. The swap-free status of such instruments is offered by us to be used in good faith and clients are not allowed to use the conditions of such instruments to either make profits from Swaps or not pay Swaps. As such, clients may also not request payment of any Swap amounts that have been lost as a result of trading on a Swap-Free Instrument.

67.3. We reserve the right, at our sole discretion, to revoke the Swap-free status of any real trading Account (including the option for trading on Swap-Free Instruments) at any time without being obliged to provide explanation of justification. Furthermore, in the event that we detect or suspend any form of abuse, fraud, manipulation, improper use (including but not limited to carry trades or holding a large portion of overnight positions on Swap-Free Instruments that under other conditions would be subject to negative swap charges), cash-back arbitrage, or any other form of deceitful or fraudulent activity in regard to any Swap-free status (including Swap-Free Instruments) in any client's trading account, we reserve the right, at any time, (a) with immediate effect, to revoke the swap-free status of such accounts and/or instruments from any and all real trading Accounts of such client for as long as we deem appropriate, (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-Free trading; and/or (c), with immediate effect, to close all trading Accounts of such client with us, nullify all trades carried out in such client's trading Accounts with us and cancel all profits garnered in such client's trading Accounts with us.

Chapter I: General Provisions

68. Market making

68.1. You are specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, we may act as a "**Market Maker**", i.e., we may take the risk of holding a certain number of Supported Financial Instruments in order to facilitate trading in these Financial Instruments by displaying/quoting 'bid' and 'ask' prices ('buy' and 'sell' quotations) for such Supported Financial Instruments on our Online Trading Facility and filling Orders received in respect to such Supported Financial Instruments from our own inventory or seeking an Offsetting Order.

68.2. In order for us to provide Price Quotes with the swiftness normally associated with speculative trading, we may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in, or suspension of an Underlying Instrument or asset or errors in feeds from information providers or in Price Quotes from our counterparties. In these circumstances, provided that we have acted in good faith when providing the relevant Price Quote to you, we may cancel the relevant Transaction and/or Contract with you, but shall do so within reasonable time and shall provide you with a full explanation for the reason of such cancellation.

68.3. Following execution of any position with you, we may, at our reasonable discretion, subsequently offset each such position with you with another client position or with a position with one of our counterparties, or we may decide to retain a proprietary position in the Market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in us offsetting client positions at prices different — sometimes significantly different — from the Price Quotes provided to you, resulting in trading profits or losses for us. This in turn, can raise the possibility of you incurring, what may be seen as, an implied cost (i.e., the difference between the price at which you traded with us and the price at which we subsequently traded with our counterparties and/or other clients), due to any profits realised by us as a result of the Market Making function. Please also note, however, that the Market Making function may involve significant costs to us, if the market moves against us in comparison to the price at which we traded with you.

68.4. You accept that, in such Markets where we act as Market Maker, we may hold positions that are contrary to your positions and/or the positions of certain other of our clients, resulting in potential conflicts of interest between us, and any such other of our clients.

68.5. In Markets, where we act as a Market Maker, you accept that we have no obligation to quote prices to you and/or any of our other clients, at any time in any given Market, nor shall we have an obligation to provide such Price Quotes to you and/or any of our other clients with a specific maximum spread.

68.6. You acknowledges, recognize and accept that the Price Quotes provided to you include a 'spread' when compared with the price for which we may have covered or expected to be able to 'cover' the Transaction or Contract in a trade with another client or a counterparty; furthermore, you acknowledge, recognize and accept that the said 'spread' constitutes remuneration to us and that such 'spread' cannot necessarily be calculated individually for all Transactions and/or Contracts and that such 'spread' will not be specified at the Settlement/Trade Confirmation or otherwise revealed to you.

68.7. Any commission costs, interest charges, costs associated to and included in the 'spreads' that are part of the Price Quotes provided by us as a Market Maker in certain Markets, and any other fees and charges will consequently influence you trading result(s) and may have a negative effect on your trading performance compared to a situation in which such commission costs, interest charges, costs

associated to and included in the' spreads', would not apply.

68.8. Whilst dealing 'spreads' and commissions are normally considered moderate seen in relation to the value of the Financial Instruments traded, such costs may be considerable when compared with your Margin deposit. As a consequence, thereof, your Margin deposit may be depleted by the trading losses, which you may incur and by the directly visible dealing costs such as commissions, interest charges and brokerage fees, as well as by the afore-mentioned invisible costs for you that are caused by our performance as a Market Maker.

68.9. If you are an active trader and you are undertaking numerous Transactions and/or Contracts, the total impact of visible as well as invisible costs may be significant. Consequently, you may have to obtain significant profits in order to cover the costs associated with the trading activities you undertake with us as a Market Maker. For very active clients, such costs may over time exceed the value of the Margin deposited with us. Normally, when trading Margined derivatives, the lower the percentage of the applicable Margin rate, the higher the proportion of the costs associated with executing a Transaction and/or Contract.

68.10. You are hereby specifically made aware that in the area of Market Making in foreign exchange, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by us performing in our capacity as a Market Maker; thus, our performance as a Market Maker may negatively affect your Account with us and the said associated costs may neither directly visible nor directly quantifiable for you at any time.

68.11. You are hereby specifically made aware that CFDs may be OTC products quoted by us whilst operating as a Market Maker, and are not traded on a recognized stock exchange. As a result, the description above of the implied, not visible costs related to our performance as a Market Maker, may also apply to any CFD Contract.

69. Conflicts of interest

69.1. You should be aware that when and where we, our Associates or other persons or companies connected with us, arrange Transaction and/or Contracts with you, we may have an interest, relationship or arrangement that is material in relation to the Transaction and/or Contract concerned. Should such a conflict of interest arise we will seek to resolve such conflict in such a way as we believe is in your best interests in accordance with our conflicts of interest policy (as amended or extended from time to time) ("**Conflicts of Interest Policy**").

69.2. Specifically you hereby acknowledge and confirm that: (a) we may assign or transfer the execution of your Orders to our Associates and or other third parties, as we deem fit; (b) we may execute at the same time Orders by different clients that are opposite to one another; (c) we may establish business, including without limitation, trading relationships with other issuers of Financial Instruments and we may have a financial interest in such Financial Instruments; (d) we act as a Market Maker and in this context there may be inherent Conflicts of Interest; and (e) we may compensate and/or share our revenues from your activity with our Associates, partners and/or other similar parties performing marketing activities on our behalf. You hereby further acknowledge and agree that we also may compensate other clients who you have elected to follow and/or copy.

69.3. Full details of our Conflicts of Interest Policy are available on our Online Trading Facility. Our Conflicts of Interest Policy is a policy only, it is NOT part of these Terms and Conditions and is not intended to be contractually binding or imposing or seek to impose any obligations on us which we would not otherwise have, but for the Applicable Laws and Regulations.

69.4. By accepting these Terms and Conditions, you expressly acknowledge and agree that we may transact

such business without prior reference to any potential specific Conflict of Interest.

70. Special provisions for managed accounts, introduced accounts or third party vendors

70.1. If your Account is being managed by a trading advisor or is introduced to us, you acknowledge and agree that we are responsible only for acting as counterparty to you for Transactions and/or Contracts in your Account and that we have no responsibilities, or obligations regarding any conduct, action, representation or statement of any such Persons in connection with your Account or any Transactions therein. You understand that we make no warranties nor representations concerning such trading advisor or Introducer of Business/Affiliate, that we shall not be responsible for any loss to you occasioned by the actions of such trading advisor or Introducer of Business/Affiliate and that we do not, by implication or otherwise, endorse or approve of the operating methods of such trading advisor or Introducer of Business/Affiliate. You further acknowledge and agree that: (a) any trading advisor or Introducer of Business/Affiliate acts as an independent intermediary for you; (b) unless you have been expressly advised otherwise in writing by us, no such person is an affiliate, employee or agent of us; (c) no such Person is authorized to make any representations concerning us or the Services to be provided by us hereunder, except as may be expressly authorized in writing by us; (d) we do not bear any responsibility whatsoever for whatever agreements reached by and between you and any such trading advisor or Introducer of Business/Affiliate; and (e) your agreement with any such trading advisor or Introducer of Business/Affiliate may result in additional costs, since we may be obliged to pay commission fees or charges to such trading advisor or Introducer of Business/Affiliate.

70.2. You agree to waive any claims, which you may have against us, and to indemnify and hold us harmless for any actions or omissions of any such Introducer of Business/Affiliate or any of its associated persons.

71. Acknowledgements

71.1. You acknowledge, recognize and understand that trading and investments in leveraged as well as non-leveraged Transactions and/or Contracts is: (a) highly speculative; (b) may involve an extreme degree of risk; and (c) is appropriate only for persons who, if they trade on Margin, can assume a substantial risk of loss in excess of their Margin deposit.

71.2. You further acknowledge, recognize and understand that: (a) because of the low level of Margin normally required in highly leveraged transactions, price changes in the Underlying Instrument may result in significant losses; (b) certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price; (c) when you instruct us to enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the value of the Financial Instrument or the Underlying Instrument will be entirely for your account and risk; (d) we will not provide any advice to you; therefore, you agree not to hold us responsible for any losses incurred as a consequence of following any of our suggestions or those of our employees, associates or representatives, unless we have exercised gross negligence in connection herewith; (e) we shall not conduct any continuous monitoring of the Transactions and/or Contracts entered into by you; accordingly, we cannot be held responsible for any Transactions and/or Contracts developing differently from what you might have presupposed and/or to your disadvantage; (f) guarantees of profit or freedom from loss are impossible in investment trading; (g) you have received no such guarantees or similar representations from us, nor from any of our Associates, from a Business Introducer, or representatives hereof.

71.3. In light of the risks, you should undertake such transactions only if you understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in leveraged Financial Instruments is not suitable for many members of the public and you should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. You acknowledge and confirm that you have been advised and understand the following factors concerning trading in leveraged Financial Instruments in the Over-

the-Counter Market, in addition to those contained in the **Risk Disclosure Statement** posted on our Online Trading Facility.

a. **General:** When you enter into foreign currency contracts with us, you will be entering into a privately negotiated Transaction and/or Contract with us, as Principal. We may, in turn, enter into "back-to-back" transactions with others, including our Associates and third party counterparties. We include our mark-up in the Price Quotes we provide to you. The Transactions and/or Contracts in leveraged Financial Instruments you may be entering into with us are NOT executed on a regulated exchange and are not cleared on a central clearing organization. Consequently, any Transaction and/or Contract entered into with us will be an obligation on our part (as opposed to an obligation of a clearing house as in the case of an exchange-traded contract) and you will not be afforded the regulatory and financial protections offered by exchange-traded contracts. Both of us are, therefore, obliged to perform our respective obligations under each Transaction and/or Contract in accordance with its terms. The terms of each Transaction and/or Contract are set out in these Terms and Conditions (which apply to every Transaction and/or Contract you enter into with us) and the Settlement/Trade Confirmation (which applies to each particular Transaction and/or Contract). Because each Transaction and/or Contract is a transaction between you and us, and is not cleared on a central clearing house, you will not be able to transfer your obligations under the Transaction and/or contract to another Person without our prior consent. In addition, we are under no obligation to terminate or close out the Transaction and/or Contact prior to the expiration date of that Transaction and/or Contract. We may, but we are not obligated, to quote you a price for an early close out of a Transaction and/or Contract, on request.

b. **Effect of "Leverage" or "Gearing":** Transactions in leveraged Financial Instruments carry a high degree of risk. The amount of Initial Margin may be small relative to the value of the Financial Instruments traded so that Transactions and/or Contracts are 'leveraged' or 'geared'. A relatively small market movement may have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. If the Market moves against your position or Margin Levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. We reserve the right to liquidate positions without prior notice in the case of any Margin shortfall or if you fail to comply with a request for additional funds within the time prescribed. Furthermore, you should be aware that we and/or Associates may from time to time have substantial positions in, and may make a market in or otherwise buy or sell instruments similar or economically related to, Transactions and/or Contracts entered into with you. In addition, we may also undertake proprietary trading activities, the initiation or termination of a foreign currency contract transaction with you that may adversely affect the Market price or other factors underlying the Transactions and/or Contracts entered into with you and consequently, the value of such Transaction and/or Contract.

   XMTRADING may at any time and from time to time amend the leverage ratios (i.e., decrease or increase the leverage ratios) in its sole discretion and without any notice on a case by case basis on all or any Accounts of the Client and based on any parameter it chooses, including applying different leverage ratios to different investments or times or in relation to external events such as government announcements or any news. Any change in the leverage ratio may take effect before or after an Order is completed. A decrease in the leverage ratio will affect your Margin Level, Margin Call Level, Stop-out Level and may trigger a Margin Call. We will not be liable to you for any loss arising from any change in the leverage ratios, even if that automatically causes any or all of your trading positions to be closed out or if your Account is treated differently from other clients' Accounts. Any monitoring by XMTRADING is for its compliance and risk management and you should not rely on XMTRADING to monitor your trading or the effect of any change in the leverage ratios applying to your Account. For further information on the leverage offered per financial instrument, please refer to our website.

c. **Option Transactions:** We currently do NOT offer foreign currency options.

d. **Trading in Transactions in leveraged Financial Instruments is Speculative:** Prices of leveraged Financial Instruments are highly volatile. Price movements of Transactions and/or Contracts in leveraged Financial Instruments are influenced by, among other things, interest rates, changes in balance of payments and trade, domestic and international rates of inflation, international trade restrictions and currency devaluations and revaluations. For example, there can be serious Market Disruptions if economic or political events locally or overseas affect the market. It is not possible to foresee all risks in advance.

e. **Electronic Trading:** You will trade in leveraged Financial Instruments through our Online Trading Facility. Trading on an electronic trading system may differ not only from trading in an 'open-outcry' Market, but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your Order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the Margin requirements. Since we do not control signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading on-line via the Internet. We do, however, employ back-up systems and contingency plans to minimize the possibility of system failure, and trading via telephone is available in those instances where specifically agree, at our sole discretion, to do so.

f. **Commissions and other charges:** Before you begin to trade, you should obtain a clear explanation of all commission, fees, mark ups, markdowns and other charges for which you will be liable, as these charges will affect your net profit (if any) or increase your loss.

g. **Risk-reducing and entry Order strategies:** The placing of certain Orders ('Stop-Loss' Orders or 'Stop-Limit' Orders, 'Entry Buy' Orders or 'Entry Sell' Orders) which are intended to limit risk, may not be effective because Market conditions may make it impossible to execute these Orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be just as risky as taking long or short positions. Clients' Orders will become Market Orders when the predetermined price level is reached, even if the price is considerably different from the original Order.

h. **Suspension or restriction of trading and pricing relationships:** Market conditions (e.g., liquidity) and/or the operation of the rules of certain Markets (e.g., the suspension of trading in any Financial Instrument or underlying Instrument because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect Transactions and/or Contracts or liquidate/offset positions. Furthermore, normal pricing relationships between the Underlying Instrument and the Financial Instrument traded may not exist. The absence of a price for an Underlying Instrument may make it difficult to judge "fair" value.

i. **Deposited cash and property:** You should familiarize yourself with the protections according to money or other property you deposit for domestic and foreign Transactions and/or Contracts, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. The Transactions and/or Contracts you are entering into with us are NOT traded on an exchange. Therefore, under applicable bankruptcy laws, your funds may NOT receive the same protections as funds used to Margin or guarantee exchange-traded Transactions and/or contracts, which may receive a priority

in bankruptcy. Since that same priority has NOT been given to funds used for Transactions and/or Contracts in the Over-the-Counter (OTC) Market, if we were to become insolvent and you have a claim for amounts deposited or profits earned on Transactions and/or Contracts with us your claim may not receive priority. Without priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any funds still available after priority claims are paid. In these circumstances, even Client Money, which we keep separated from our own operating funds, may NOT in all instances be safe from the claims of other general and priority creditors.

j. **Currency risks:** The profit or loss in Transactions and/or Contracts in leveraged Financial Instruments (whether they are traded in your own or in another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the position taken to another currency.

k. **Transactions in other jurisdictions:** Transactions on markets in other jurisdictions, including Markets formally linked to a domestic market, may expose you to further, additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular Transactions and/or Contracts. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your Transactions and/or Contracts have been effected. You should enquire about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

l. **Quoting and Execution Errors:** Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair Market prices, an erroneous price quote, such as, but not limited to, a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, we will not be liable for the resulting errors in your Account balances. In addition, Orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary Margin requirements. The execution of Orders placed too close to prices, which would trigger other Orders (regardless of Order type) or a Margin call, cannot be guaranteed. We will not be liable for the resulting Margin call(s), resulting balance, and/or positions in your Account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Accounts involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion. You agree to indemnify and hold us harmless from any and all damages or liability as a result of the foregoing. No correspondence will be entered into.

m. **Off-Exchange Transactions:** The Transactions and/or Contracts you are entering into with us as counterparty are NOT traded on an exchange, but in the off-exchange / Over-the-Counter (OTC) Market. In general, the Over-The-Counter (OTC) Market is unregulated, there are no limitations on daily price movements (unless imposed by a government or central bank authority), no rules to regulate valuation or settlement procedures, and no minimum financial requirements for market participants. Accordingly, it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange Transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such Transactions, you should familiarize yourself with applicable rules and attendant risks.

71.4. In addition to the foregoing, it is important that you be fully aware of the following points:

a. We reserve the right to close part, or all, of your open positions, in order to facilitate the charge of any fees or amounts due by you. Notwithstanding, you shall be liable for promptly paying such fee(s) to us, even if you suffer full loss of all Margin deposited by you.

b. In case any Underlying Instrument is not available for trading for any reason (including but not limited to insolvency reasons, management decisions, etc.), we reserve the right to close any open/pending positions on the last quoted price as this is obtained from our liquidity providers.

c. We do NOT guarantee any Order. Placing 'stops ("**Stops**")', regardless of the entry or closing designation, does not guarantee that the trade will be filled at the Order price. All 'Entry Stops' and 'Stops' will be filled, upon activation, at the first/best available market price, which may or may not match the requested Order price.

d. In the event liquidity providers are unable to provide liquidity to us, your Order may experience delays in execution or you may not be able to place Orders entirely. The size of the Order may also impede the speed at which the Order is executed. Keep in mind that it is necessary to enter any Order only once. Multiple entries for the same Order may inadvertently open unwanted positions.

e. While trading on our Online Trading Facility, you might encounter system errors that resulted from hardware and/or software failures. The result of any system failure may be that your Order is either not executed according to your instructions, executing with account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.

f. No system exists that could assure you that Transactions in leveraged Financial Instruments should bring you great benefits, nor is it possible to guarantee, that your Transactions and/or Contracts will yield favourable results.

g. Even though the foreign currencies, commodities and indices markets are liquid as compared with other financial and exchange markets, the market conditions might at times render the execution of an Order or of a 'limit' on an Order (either 'Stop Loss' or 'Take Profit') at a stipulated price impossible. Accordingly, even though the extent of the losses could be subjected to an agreed upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.

h. Since deposit of an additional guarantee is not obligatory in this case, we reserve the right, at our sole discretion, to close any outstanding balances without your consent under these circumstances.

i. Under abnormal Market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by us or by you. Such circumstances may limit partially or fully your ability to trade.

j. Our Online Trading Platform does not support negative prices of financial instruments. In the unlikely event of the price of any financial instrument reaching zero (0) or going below, our Online Trading Platform will automatically start closing any open positions at the current market price.

k. It is important to make a distinction between Indicative Quotes, which are displayed on charts and Dealable Quotes which are displayed on our Online Trading Facility. Indicative Quotes only give an indication of where the Market is. Because the derivatives products Markets are decentralized, meaning they lack a single central exchange where all transactions are conducted, each Market Maker may quote slightly different prices. Therefore, any prices displayed on any chart

made available by us or by a third party will only reflect "Indicative Quotes", and not necessarily actual "Dealable Quotes" in respect of which Transactions or trades can be executed.

l. The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to Transactions in leveraged Financial Instruments. Therefore, before starting to trade, you should learn the specifics of entering into such Transactions in detail or seek further professional advice.

m. Unless you have elected to carry a trade over the weekend, all trades will automatically close out in the real money mode when market closes at the end of the business week at the rates available at the end of the last trading day of the relevant week. All statements with respect to real money accounts will be open during the weekend and all traders are welcome to view their trading Account info. We reserve the right not to offset Contracts carried over the weekend shortly after markets are open. We may, at our sole discretion, allow offsetting Contracts carried over the weekend when market liquidity conditions are reasonable.

n. There are a series of inherent risks with the use of mobile trading technology such as the duplication of Order instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may not reflect the actual executed price of the Order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price Quotes or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider. Please further note that some of the features available on our Online Trading Facility may not be available on our mobile feature.

72. Further representations, warranties and covenants

72.1. In addition to, and without prejudice, to any other representations, warranties and covenants set forth in this Agreement, you hereby further represent, warrant, covenant and agree: (a) that you act as Principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and/or Contract performed hereunder and that no Person other than you has or will have an interest in your Account(s); (b) that, regardless of any subsequent determination to the contrary, trading in leveraged Financial Instruments on the Over-the-Counter Market (and in such other investments as we may from time to time agree) is suitable for you and that you are aware of all risks involved with such Transactions and/or Contracts; and (c) that you are willing and financially able to sustain a total loss of funds resulting from Transactions and/or Contracts performed hereunder.

72.2. By using our Online Trading Facility, you represent, warrant, covenant and declare that all the funds that you use and invest on our Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority. In the event that we may become suspicious that you may be engaging in or have engaged in such fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to our Online Trading Facility may be terminated immediately and/or your Account may be blocked. If your Account is terminated or blocked in such circumstances, we are under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to our Online Trading Facility and/or blocking your Account, we reserve the right to prevent you from accessing our website or servers, or accessing any other services offered by us. We shall be entitled to inform the relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any

suspected unlawful, fraudulent or improper activity and you will cooperate fully with us to investigate any such activity.

72.3. The above representations and warranties shall be deemed to be repeated each time in the future you enter into a Transaction or Contract or provide Instructions to us, for the duration of our business relationship.

72.4. You covenant to us that: (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause; (b) you will promptly notify us of the occurrence of any Event of Default or potential Event of Default; (c) you will use all reasonable steps to comply with all Applicable Laws, Rules and/or Regulations in relation to this Agreement and any Transaction and/or Contract hereunder, so far as they are applicable to you or us; (d) you will not send Orders or otherwise take any action that could create a false impression of the demand or value for Financial Instrument, or send Orders which you have reason to believe are in breach of Applicable Laws, Rules and/or Regulations (e) you shall observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our respective positions; and (f) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Laws, Rules and/or Regulations.

72.5. You represent and agree that, if you are employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, you will give us proper notice of this and of any restrictions that apply to your dealings. In such case, we reserve the right to request for acknowledgement/confirmation letter from the Compliance Department of your firm regarding the trading accounts/transactions that are held/being carried out with our Company.

72.6. You further represent and agree that you will not use our bid and ask prices for any purpose other than for your own trading purposes, and you agree not to redistribute our bid and ask prices to any other person whether such redistribution be for commercial or other purposes.

73. Information disclosure

73.1. Neither Party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other Party of which it may in the course of its duties or otherwise become possessed, and each Party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another Person who according to the law is entitled to demand disclosure, or in order to enable the Party sufficiently to fulfil its obligations pursuant to these Terms.

73.2. By accepting these Terms and Conditions, you authorize us to disclose such information relating to you as may be required by any Applicable Laws, Rules and/or Regulations or regulatory authority, including any applicable Market Rules, without prior notice to you.

73.3. By accepting these Terms and Conditions, you authorize us to share personal information submitted by you to us with any duly licensed financial entity, with any of our Associates for the purpose of providing trade recommendations, trading activities, sales and marketing information, including new products and services, and with any third party agency that is working on our behalf with the purpose of performing client analysis for the use of our sales and marketing; furthermore, we may share such information with any trading advisor or Introducing Broker for the purpose of completing the due diligence to, and the approval of, your Account Opening Application Form(s).

74. FATCA

74.1. The Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. The Client shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the Company, its Associates or service providers in connection with these Terms and Conditions or any Transactions that said third party has been provided with such information and given such consents or waivers as are necessary to allow the Company, its Associates and its or their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

74.2. By accepting these Terms and Conditions, you authorize us to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

75. Common Reporting Standard ("CRS")

75.1. The CRS provides for the annual automatic exchange of financial account information between participating jurisdictions. Such financial institutions, one of which is the Company, need to submit the relevant information to their local tax authorities who will then forward it to the respective foreign tax authorities.

75.2. For the above purposes, and similarly to FATCA, the Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with CRS or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA. The Client shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the Company, its Associates or service providers in connection with these Terms and Conditions or any Transactions that the said third party has been provided with such information and given such consents or waivers as are necessary to allow the Company, its Associates and its or their agents and service providers to collect, store, process and disclose his, her or its information as described in this clause.

75.3. By accepting these Terms and Conditions, you authorize us to provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

76. Regulatory matters

76.1. Unless otherwise permitted by any Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the FSA Rules or any other Applicable Laws, Rules and/or Regulations.

76.2. We shall be entitled to take any action as we consider necessary, at our sole and absolute discretion, to ensure compliance with the FSA Rules or any other Applicable Laws, Rules and/or Regulations and such actions shall be binding on you and shall not render us or any of our Associates liable.

76.3. You hereby expressly acknowledge and agree that upon reasonable written notice from us, and at our first request, you will co-operate with the Seychelles Financial Services Authority ("**FSA**") and any other relevant regulator of in relation to the matters covered by this Agreement.

77. Tax implications

77.1. We shall not provide any advice to our clients on any tax issues related to any of our Services. You are advised to obtain individual independent counsel from your financial advisor(s), auditor(s) or legal counsel with respect to any tax implications of our Services.

77.2. You further know, understand and agree that, in general, we do not collect tax on behalf of any authority in any form or manner whatsoever. You are solely responsible for managing tax implications related to the income you derive from your trading activity on or through our Online Trading Facility.

77.3. Without limiting the foregoing, it is solely your obligation to calculate and pay all taxes applicable to you in your country of residence, or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation, or otherwise arising as a result of your trading activity from and/or the access and/or use of our Services.

77.4. Without derogating from your sole and entire responsibility to perform tax payments, you agree that we may deduct tax, as may be required by the Applicable Laws and Regulations, but that we are not obliged to do so, from the results of your trading activity from and/or the access and/or use of our Services. You are aware that amounts that may be withdrawn by you from your Account are "gross amounts", from which we may deduct such taxes, as the case may be, and that you shall have no claim towards us with regard to such deductions.

78. Intellectual property

78.1. All copyrights, trademarks, patents, trade secrets and other title, ownership rights and Intellectual Property Rights in and/or relating to: (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility or otherwise, (hereinafter, collectively, referred to as "**Intellectual Property Assets**"), are our sole and exclusive property and/or, as the case may be, of our the third party service provider(s) which granted us the right to supply them ("**Third Party Licensors**"). Our Online Trading Facility (including, without limitation, any other of our platforms or Software) may incorporate third party data, text, images, software, multi-media materials and other content ("**Third Party Content**") and references to the term "**Intellectual Property Assets**" shall be taken to include all materials, content and services made available from time to time via our Online Trading Facility, whether viewed on screen or downloaded to another computer including, without limitation, Third Party Content.

78.2. All Intellectual Property Assets, including but not limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics are protected by local and international intellectual property laws and treaties, including all copyright laws and regulations and remain vested in us or in our Third Party Licensors. You receive no copyright, intellectual property rights or other rights in or to our Intellectual Property Assets, except for the right to access and use them in accordance with the terms and conditions of this Agreement or pursuant and/or as granted to you in any agreement you may have with one of our Third-Party Licensors. You will protect and not violate our Intellectual Property Assets any Third-Party Licensor's proprietary rights therein and honour and comply with our reasonable requests to protect our and each of our Third-Party Licensors' contractual, statutory and common law rights therein. If

you become aware of any violation of our or a Third-Party Licensor's proprietary rights in any Intellectual Property Assets, you will notify us promptly in writing thereof.

78.3. Under no circumstances shall you remove any copyright notification from any of our Intellectual Property Assets or unlawfully use any of our Intellectual Property Assets. You will not publish, distribute, or otherwise make any of our Intellectual Property Assets available to third parties any information derived from or relating to our Intellectual Property Assets, Website(s), Services, Online Trading Facility and/or Software provided. Except as otherwise specifically agreed in writing or to the extent necessary for you to view our Online Trading Facility in accordance with these Terms, you shall not: (a) copy, interfere with, tamper with, alter, amend or modify any of our Intellectual Property Assets and/or any component thereof, in whole or in part (except to make backup copies solely for disaster recovery purposes); (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, time-share, lend or transfer or in any way exploit our Intellectual Property Assets and/or any component thereof, in whole or in part; (c) embed our Intellectual Property Assets and/or any component thereof, into other products; (d) use our Intellectual Property Assets and/or any component thereof, in any timesharing arrangement; (e) create function calls or other embedded links from any software program to our Intellectual Property Assets and/or any component thereof; (f) remove or obscure any of our copyright notices or those of any of our Third Party Licensors from any of our Intellectual Property Assets and/or any component thereof, (g) use any of our trademarks, service marks, trade names, domain names, logos, or other identifiers, or those of any of our Third Party Licensors (collectively "**Marks**"); or (h) save to the extent permitted by Applicable Laws, Rules and/or Regulations reverse engineer, decompile, disassemble, or access the source code of any of our Intellectual Property Assets and/or any component thereof.

78.4. Any copies of our Online Trading Facility, or any part thereof, made in accordance with any Applicable Laws, Rules and/or Regulations are subject to the terms and conditions of this Agreement. You shall ensure that all our trademark, copyright and restricted rights notices, and where appropriate those of our Third Party licensors, are reproduced on these copies. You shall maintain an up-to-date written record of the number of such copies made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of any and all of such copies.

78.5. Any permitted use of Marks shall be subject to our, respectively our Third Party Licensors', quality control standards, and all associated goodwill shall ensure, respectively, our Third Party Licensors' benefit.

79. Privacy and data protection

79.1. You acknowledge that by entering into this Agreement and opening a trading account with us and using our Online Trading Facility, you will be providing us with personal data within the meaning of the General Data Protection Regulation (679/2016), when it enters into force, or any other similar applicable law/regulation as may be in force from time to time. You provide your consent to us to process all such information for the purpose of complying with our legal obligations, performing our contractual obligations and administering the relationship between you and us. You acknowledge and agree that this may result in your personal information being sent outside the European Economic Area ("EEA"). You consent to us processing and disclosing such information in accordance with this Agreement and our Privacy Policy as published on our website, as this may be updated from time to time.

79.2. We are the Data Controller for the purposes of all applicable Personal Data Protection Legislation. For all information regarding privacy and data protection as well as for the legal bases and purposes of the processing of your personal data and other relevant information, please read the complete terms of our Privacy Policy carefully, before submitting an application for the opening of a trading account with us.

79.3. As per the applicable Data Protection Legislation, you have certain rights regarding the Personal Data we collect and hold about you at the time of request. Please refer to our Privacy Policy for more details

in relation to these rights and how you may exercise them.

79.4. You acknowledge that we may collect, use and disclose Personal Data about you, including Personal Data you may voluntarily disclose to us in any manner, so that we can:

- assess and process your Application for the opening of a trading account;
- carry out our contractual obligations under this Agreement;
- administer and carry out our everyday business activities and dealings with you in relation to your trading account(s);
- compile statistical analysis of the pages of our Online Trading Facility visited;
- monitor and analyse our business;
- participate in fraud/crime and money laundering prevention, legal and regulatory compliance;
- market and develop other products and services;
- transfer any of our rights or obligations under these this Agreement; and
- process clients' Personal Data for other related purposes.

If you choose to withhold Personal Data (other than special categories of personal data) requested in order for us to be able to provide our services to you, as required by applicable laws and regulations, we may not be able to process your application and/or provide you access to our Online Trading Facility.

79.5. We will not obtain or require disclosure of special categories of Personal Data (such as ethnic origin, religion or medical records) but if you choose to provide such Personal Data, we may assume such sensitive data is provided with your consent for processing for the purposes for which such Personal Data was provided, unless otherwise notified by you to us in writing.

79.6. You directly provide us with most of the Information we collect. You do this by filling out the electronic form(s) (including, without limitation, the Account Opening Application Form(s)) that we post on our Online Trading Facility and by voluntarily providing us with other required documents. Additionally, you provide us with Information by trading on our systems, by contacting us or by responding to a promotion; the information we indirectly collect may include logging your Internet Protocol (IP) address, software configuration, operating system and use of Cookies; Cookies are small files containing information that a Website uses to track its visitors which may be sent from us to your computer and sometimes back. Cookies ultimately help us improve your navigation and ease of use of our Online Trading Facility. We may set and access Cookies on your computer, enabling us to learn which advertisements and promotions bring users to our Online Trading Facility. We may use cookies in connection with any of our Products and/or Services and to track your activities on our Online Trading Facility. Such information that we collect and share would be anonymous and not personally identifiable.

79.7. We obtain, hold and use the Information we collect from you in accordance with data protection and anti-money laundering legislation and only for the purposes for which this information is collected. You agree that we can rely on, hold and process your information for the purpose of performing our obligations under this Agreement, including verifying your identity as per our legal obligations, administering the relationship with you, managing your Account and contacting you from time to time, recovering amounts payable, considering any of your applications, carrying out risk assessment, complying with regulatory obligations, and undertaking product development and analysis.

Also, the Information you provide us helps us to improve our Services to you, customize your browsing experience and inform you about additional products, services or promotions that may be of interest to you. Should you ever deactivate your Account with us, we will keep your information on file, but only use it to comply with regulatory retention requirements and to contact you occasionally with the option to reactivate your account. Please note that you may opt-out/unsubscribe from receiving such communications by us, at any time, by clicking the "unsubscribe button" that can be found on each of our emails.

79.8. In order to provide services to you, you acknowledge that it may be necessary for your information to be transferred to someone who provides a service to us in other countries, including some outside of the European Economic Area ("EEA"), and you consent to such transfer. To the extent we transfer your information outside the EEA, we will ensure that the transfer is lawful and that Processors in third countries are obligated to comply with the European data protection standards and to provide appropriate safeguards in relation to the transfer of your data in accordance with GDPR Article 46. Where we make transfers to processors in the US, we may in some cases rely on applicable standard contractual clauses, binding corporate rules, or any other equivalent applicable arrangements.

In view of the above, your personal information may be processed by staff operating outside the EEA who work for us or for one of our processors. Such staff may be, among others, engaged in the fulfilment of your requests, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing. The Company will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

79.9. Neither we nor any of our Associates will disclose any Personal Data collected about you to third parties except: (i) to the extent that it is required to do so by under and/or pursuant to any Applicable Laws, Rules and/or Regulations; (ii) where there is a duty to the public to disclose; (iii) where our legitimate business interests require disclosure; or (iv) at your request or with your consent or to Persons described below. Also, we do not disclose or share Information about any of our clients (whether active or inactive) to any non-affiliated third parties other than in the manner and to the entities set forth below:

a. **Sharing Information with our Associates:** We may share personal information described above with our Associates for business purposes, such as, but not limited to, servicing client's Accounts and informing clients about new products and services, or to aid in the trading activity of our company, its Associates as permitted by applicable law. Our Associates may include companies controlled or owned by us as well as companies that have an ownership interest in our company. The information we share with our Associates may include any of the information described above, such as your name, address, trading experience and account information. Our Associates are committed to maintaining the privacy of your information to the same extent we do in accordance with the provisions set forth herein and in our Privacy Policy.

b. **Sharing Information with Third Parties:** We do not disclose your personal information to third parties, except as described herein. Third party disclosures made by us in accordance herewith may include sharing such information with non-affiliated companies that perform support services for your Account or facilitate your Transactions and/or Contracts with us, including those that provide professional, legal, or accounting advice to us or that are acting on behalf of us to investigate your credit standing. Non-affiliated companies that assist us in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that we dictate. We may also disclose your personal information to third parties to fulfil your instructions or pursuant to your express consent. We want you to know that we will not sell your personal information.

c. **Regulatory Disclosure:** Under limited circumstances, we may disclose your personal information to third parties as permitted by, or required to comply with, Applicable Laws, Rules and/or Regulations in the jurisdiction of which you are a citizen or a permanent resident, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, and/or of the jurisdiction in which we are organized and/or is performing the Services provided hereunder. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described herein, we will not use your personal

information for any other purpose, unless we describe how such information will be used at the time you disclose it to us or we obtain your permission.

We, our Associates or a Third Party Service Provider may disclose Personal Data about you to those who provide services to us, to any person to whom we, our Associates or a Third Party Service Provider transfers or proposes to transfer any of our or its rights or obligations under these Terms, and to licensed credit reference agencies or other organizations that help us, our Associates or Third Party Service Providers and others to make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks.

79.10. You consent to us, or our Agents acting on our behalf, carrying out such credit and identity checks, including money laundering checks, compliance regulatory reporting and fraud prevention checks, as we may reasonably consider necessary or desirable, including requesting a reference from your bank or any credit reference agency. You understand and agree that any third party referred to in this clause may share any information concerning you with us and other organizations involved in credit reference, the prevention of fraud and/or crime and/or money laundering or for similar purposes or to recover debts involved.

79.11. By submitting the Application Form to us, you agree to be bound by the terms of our Privacy Policy as set out on our Website, including authorising us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us, and after you close the Account for a period of seven (7) years. If you do not wish to receive such information, then you may click on the "unsubscribe" button on any of our emails. Alternatively, please inform us in writing at dpo@xmtrading.com.

79.12. Your telephone conversations, e-mails, internet conversations (chat), meetings and other communications with us, our Associates and/or Third Party Providers will be recorded/maintained by us for security purposes, compliance with the applicable laws and regulations, training purposes as well as to maintain and improve the quality of our Services. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be securely destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

79.13. We protect your Information by using data security technology and using tools such as firewalls and data encryption. We use Secure Socket Layer ('SSL') encryption technology in order to protect certain Information that you submit. This type of technology protects you from having your Information intercepted by anyone other than us while it is being transmitted to us. We work hard to ensure that our Online Trading Facility is secure and that they meet industry standards. We also use other safeguards such as firewalls, authentication systems (e.g., passwords and personal identification numbers) and access control mechanisms to control unauthorized access to systems and data. We also require that you use your personal Access Codes (personal username and password) every time you access your account online. We restrict access to Information at our offices so that only officers and/or employees who need to know the Information have access to it.

79.14. Please note that we reserve the right to amend, revise, modify, and/or change our Privacy Polic(y)ies at any time. Should we decide to make any changes to our Privacy Polic(y)ies, such changes shall be incorporated into our revised Privacy Polic(y)ies which shall be posted on our Online Trading Facility. We will use reasonable endeavours to contact you and notify you of any change to how we hold, process or disclose information, by posting a notice on our Website or sending you an email to your

last known email address. If you do not tell us you object to this change in writing within 60 days of the notice and you continue to maintain the Account after the expiry of this period of notice then we will regard you as having agreed to it.

79.15. Should you have any questions regarding our Privacy Polic(y)ies, please contact our Data Protection Officer at dpo@xmtrading.com. Please ensure you include your full name and Account number in order to be able to verify your identity and process your request.

79.16. We may use 'cookies or 'IP address tracking devices' to administer our Online Trading Facility, store password and usernames, to monitor visits to pages on our Online Trading Facility from your terminal to personalise our Online Trading Platform to you and to track and facilitate browsing through our Online Trading Facility. A 'cookie' is a piece of data stored on your hard drive containing information about you relating to the use of our Online Trading Facility. IP addresses may be linked to your Personal Data and by tracking these addresses, we would be obtaining such Personal Data. Access to our Online Trading Facility is conditional on acceptance by you of any 'cookies' and 'IP address tracking devices' described in and for the purposes explained in this clause. By accepting these Terms, you acknowledge that you understand the broad nature of 'cookies' and 'IP address tracking' devices and the purposes for which they will be used by us.

79.17. You acknowledge and accept that any Services provided through our Online Trading Facility involve transmissions over the Internet and that such transmissions are therefore subject to the Internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorized programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates' and our Third Party Service Providers' and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via our Online Trading Facility shall be guaranteed to be confidential and that we shall not be liable for any breach of confidence arising as a result of such events.

Chapter J: Complaint Handling Policy

80. Complaints

80.1. At XMTRADING, we aim to provide prompt, courteous, helpful, open and informative advice in response to every complaint submitted by our Clients. We are always keen to hear the views of our Clients, particularly the general public, about our performance generally - what we do right and what we do wrong.

80.2. We recognise that, as in all organisations, from time to time, things can go wrong and we may not provide the standard of service that we have set ourselves. We are especially keen to hear about such instances, since they provide us with an opportunity to put things right and to learn from our mistakes.

80.3. Accordingly, as part of our commitment to providing the best possible service to our clients, we uphold effective and transparent procedures for prompt complaint handling; we maintain records of complaints and measures taken for complaint resolution, in line with Applicable Laws, Rules and/or Regulations.

80.4. All complaints must be reported to us, in writing, within a reasonable timeframe from the occurrence of the issue in order to allow us to timely investigate the matter. We reserve the right not to address any issue if the latter has become outdated.

80.5. If your wish to file a formal complaint you can do so, at any time by sending the completed Complaints Form via email at complaints@xmtrading.com, along with the attachments of the documentation as outlined below.

80.6. The following information and documentation should, wherever possible, be obtained and recorded and provided to us as part of your formal complaint, in order to ensure that the complaint is expedited in the most efficient and fair manner: (a) Account Number/User ID; (b) Name of client; (c) Contact details for client; (d) Phone; (e) Mobile; (f) e-mail; (g) Address details for client; (h) Details of the complaint (including time and date the matter leading to the complaint occurred, the representative(s) involved in the complaint); (i) Nature of the complaint; (j) Remedies sought; (k) Attach any documentation or other material that may assist in the resolution of the complaint (including an initial written response to the allegations by the representative(s) involved).

80.7. Upon receipt of a formal complaint, we will provide written acknowledgement within two (2) Business Days of receiving your formal complaint (for the purposes hereof, unless the context requires otherwise, "Business Days" are Monday through Friday, excluding bank holidays in Seychelles). The letter will confirm that we are taking the necessary action needed to resolve the complaint and will contain details of the procedure.

80.8. We will attempt to resolve the matter within twenty-one (21) Business Days of receiving your formal complaint, or ten (10) Business Days after your acceptance or rejection of any offer of redress (where applicable), whichever comes first.

80.9. Although you are entering into an agreement with the Company, any complaints related to deposits made through TPS Management Limited are handled by TPS Management Limited. Enquires can be addressed to us via email at complaint@xmtrading.com.

Chapter K: Indemnity And Limitation Of Liability

81. Risk of loss; limitation of liability

81.1. You will make your own decision to access and/or use our Online Trading Facility or to enter into or execute any Transaction and/or Contract. You acknowledge and agree that our Online Trading Facility do not and will not serve as the primary basis for any of your investment decisions concerning your Accounts. You are solely responsible for any investment or trading decisions you make with respect to products identified on our Online Trading Facility and neither we, nor our directors, officers, shareholders, partners, members employees, Agents, service providers, legal representatives and/or other affiliates of the Company (together our "**Associates**") shall be responsible for determining whether any Transaction or Contract you enter into is suitable, appropriate or advisable. Neither we, nor our Associates are and will be, by virtue of providing our Online Trading Facility, an advisor or fiduciary for you or any Authorized Person.

81.2. Without prejudice to any other provisions in this Agreement, our Online Trading Facility are provided "**as is**" and neither we, nor our Associates, nor any of our Third Party Service Providers makes any representations or warranties of any kind whatsoever regarding (a) the availability, currency, accuracy or completeness of our Online Trading Facility; (b) the results to be obtained by you or anyone else from the use of our Online Trading Facility; and (c) any Third Party Content accessible on or through our Online Trading Facility; neither we, nor our Associates, nor any of our Third Party Service Providers will be liable to you or any Authorized Person for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of our Online Trading Facility, or for any failure of any connection or communication service to provide or to maintain your or any Authorized Person's access to our Online Trading Facility, or for any erroneous communications between you and us.

81.3. Without prejudice to any other provisions of this Agreement, neither we, nor our Associates shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any Authorized Person as a direct or indirect result of any act or omission in the course of providing our Services to you or otherwise arising from the activities to which these Terms and Conditions apply except such as is caused by our and/or their negligence, willful default or fraud; neither we, nor our Associates shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any Authorized Person under this Agreement (including any instance where we have declined to enter into a proposed Transaction and/or Contract), unless such losses, damages, costs or expenses are a reasonably foreseeable consequence of, or arise directly from, our or their respective gross negligence, willful default or fraud. In no circumstance, shall we or our Associates have liability for losses suffered by you or any Authorized Person for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise; neither we, nor our Associates will be liable in any circumstances for any losses that were not a reasonably foreseeable result of breach to both you and us when these Terms and Conditions were entered into.

81.4. You acknowledge that: (a) any market information or third party recommendations communicated to you or any Authorized Person, by us or any Associate, does not constitute advice to enter into any Transaction and/or Contract; (b) such information or recommendations, although based upon information obtained from sources believed by us to be reliable, may be based solely on a third party's opinion and that such information may be incomplete and may be unverified; (c) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendations furnished to you or any Authorized Person; and

(d) we make no representations concerning the tax implications or treatment of trades entered into by you pursuant to these Terms; neither we, nor our Associates accept any liability for any adverse tax implications of any Transaction whatsoever.

81.5. Since we do not control signal power, its reception or routing via the internet, configuration of your equipment or that of any third party or the reliability of its connection, neither we, nor our Associates can be responsible for communication failures, distortions or delays when you are trading on-line (via the Internet).

81.6. We shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Market in leveraged derivatives is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so. Without limitation, neither we, nor our Associates accept any liability by reason of any delay or change in market conditions before any particular Transaction is effected.

81.7. Without limitation, neither we nor any of our Associates shall be liable for any loss arising from any act or omission of any Agent, Introducing Broker, Authorized Person or other third party who performs services for you.

81.8. Neither we, nor our Associates shall be liable to you be liable to you or any Authorized Person for any partial or non- performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation, any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organisation, for any reason whatsoever, including, without limitation Force Majeure, to perform our respective obligations hereunder.

81.9. Nothing in this Agreement will exclude or restrict any duty or liability we may have to you be liable to you or any Authorized Person under the regulatory system, which may not be excluded or restricted thereunder.

82. Exclusion of warranties

82.1. **WITHOUT PREJUDICE TO ANY OTHER PROVISIONS OF THIS AGREEMENT, WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT OUR ONLINE TRADING FACILITY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OUR ONLINE TRADING FACILITY IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE". WE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE ACCESS OR USE OF OUR ONLINE TRADING FACILITY AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION, OPINIONS, PRODUCTS, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH OUR ONLINE TRADING FACILITY OR ON THE INTERNET GENERALLY. WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.**

82.2. **WE DO NOT WARRANT THAT OUR ONLINE TRADING FACILITY WILL MEET YOUR NEEDS, OR THAT IT/THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF OUR ONLINE TRADING FACILITY WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS,**

SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR ONLINE TRADING FACILITY WILL MEET YOUR EXPECTATIONS.

83. Disclaimer and limitation of liability

83.1. Our obligations under this Agreement do not constitute personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers and/or Third Party Content providers and/or any of them.

83.2. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF OUR ONLINE TRADING FACILITY AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).**

83.3. **EXCEPT AS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOUR DISPUTE AND OTHER LABOUR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.**

83.4. **ANY LIABILITY ARISING UNDER THIS AGREEMENT WILL BE SATISFIED SOLELY FROM THE REVENUES GENERATED HEREUNDER. IN NO EVENT SHALL OUR LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT OF REVENUES GENERATED HEREUNDER IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.**

84. Indemnification

84.1. As a condition of your use of our Online Trading Facility, you agree to indemnify and hold us, our Associates, Representatives, Agents, Third Party Service Providers and Third Party Content providers from and against any and all claims, losses, liabilities costs and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of these Terms and Conditions (including negligent or wrongful conduct) by you or any other person accessing and/or using our Online Trading Facility.

84.2. You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction and/or Contract or any matching Transaction and/or Contract with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction and/or Contract) or by the enforcement of our rights.

84.3. You will be responsible for all Orders entered on your behalf via our Online Trading Facility and you will be fully liable to us for the settlement of any Transaction and/or Contract arising therefrom.

84.4. You will defend, indemnify and hold us and our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers and/or Third Party Content providers and/or any of them, harmless from and against all liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, which we may incur or suffer as a result of:

a. any error in any instruction given by an Authorized Person; or
b. acting on any instruction, which is, or appears to be, from an Authorized Person.

85. Independent investigation

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

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

Chapter L: Default

86. Default

Each and any of the following events shall constitute an Event of Default: (a) you fail to make any payment when due under this Agreement or to make or take delivery of any property when due under, or to observe or perform any other provision of this Agreement and such failure continues for one (1) Business Day after notice of non-performance has been given; (b) you fail to remit funds necessary to enable us to take delivery under any Transaction and/or Contract on the first due date; (c) you fail to provide assets for delivery, or take delivery of assets, under any Transaction and/or Contract on the first due date; (d) you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrance takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible); (e) you commence a voluntary case or other procedure seeking or proposing liquidation, re-organisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "**Custodian**") of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a re-organisation, arrangement or composition, we do not consent to the proposals; (f) an involuntary case or other procedure is commenced against you seeking or proposing liquidation, re-organisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either (i) has not been dismissed within five (5) Business Days of its institution or presentation or (ii) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure; (g) an application is made in respect of you for an interim order or if a bankruptcy petition is presented in respect of you or, in the case of 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; (h) in the case of a Legal Entity, a petition is presented for your winding-up or administration, or an order is made or a resolution is passed for the your winding-up or administration of the client (other than for the purposes of amalgamation or reconstruction with our prior written approval); (l) any distress, execution or other process is levied against any of your property and is not removed, discharged or paid within 7 seven calendar days; (j) any security created by any mortgage or charge becomes enforceable against you and the mortgagee or Custodian takes steps to enforce the security or charge; (k) any of your indebtedness or any the indebtedness of any of your subsidiaries become immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your or any of your subsidiaries' default, or you or any of your subsidiaries fail to discharge any indebtedness on its due date; (l) you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, Margin or Security agreement or document, or any other document containing an obligation of a third party ("**Credit Support Provider**"), or of you, in our favour supporting any of your obligations under this Agreement (each a "**Credit Support Document**"); (m) you fail to comply with any obligations set forth in these Terms and Conditions or in any Transaction and/or Contract, including failure to meet Margin requirements; (n) any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given, or becomes untrue; (o) any Credit Support Provider fails, or you yourself fail to comply with or perform any

agreement or obligation to be complied with or performed by you or in accordance with the applicable Credit Support Document; (p) any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default; (q) any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given; (r) any event referred to in paragraphs (b) to (d) or (h) of this sub-clause occurs in respect of any Credit Support Provider; (s) you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration; (t) where you or your Credit Support Provider is a partnership, any of the events referred to in the preceding paragraphs occurs in respect of one or more of your or its partners; (u) we consider it necessary or desirable to prevent what we consider is or might be a violation of any Applicable Laws, Rules and Regulation or good standard of market practice; (v) we consider it necessary or desirable for our own protection or any action is taken or event occurs which we consider might have a material adverse effect upon our ability to perform any of our obligations under this Agreement; (w) you violated any clause of this Agreement and/or any other agreements we have, or had in the past, in place; (x) any Event of Default (however described) occurs in relation to you under any other agreement between us which you are a party to or any other event specified for these purposes in this Agreement, or otherwise, occurs; (y) we or you are requested to close out a Transaction and/or Contract (or any part of a Contract) by any regulatory agency or authority; and (z) we are obliged to do so by law.

87. Rights on default

87.1. Upon the existence of an Event of Default, we shall, at our sole discretion, without prejudice to any other rights we may have under this Agreement, be entitled to: (a) sell or charge in any way any or all of your Security, Assets and property which may from time to time be in our possession or control of or call on any guarantee; (b) purchase any Security, investment or other property where this is, or is in our reasonable opinion likely to be, necessary in order for us to fulfil our or your obligations under any Transaction and/or Contract; in this case you shall reimburse to us the full amount of the purchase price plus any associated costs and expenses; (c) close out, replace or reverse any Transaction and/or Contract, buy, sell, borrow or lend or enter into any other Transaction and/or Contract, or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your Transactions, Contracts, positions or commitments, deliver any Security investment or property to any third party, or otherwise take any action we considers being necessary or desirable in order to close out any Transaction and/or Contract; (d) require you immediately to close out and settle such Transactions and/or Contracts in such manner as we may, at our sole discretion request; (e) enter into any foreign exchange transaction, at such rates and times as we may determine, in order to meet obligations incurred under a Transaction and/or Contract; (f) invoice back all or part of any Assets standing to the debit or credit of any Account; (g) instead of returning to you investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right; and/or (h) take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account.

87.2. You hereby authorize us to take all or any measures described in this clause without prior notice to you and you acknowledge and agree that we shall not be responsible for any consequences of us taking any such steps, unless we have exercised gross negligence in connection herewith. In these circumstances, you shall execute such documents and take such other action as we may reasonably request in order to protect our rights under these Terms and Conditions or within the scope of any other agreements between you and us.

87.3. If we exercise our rights to sell any of your Securities or property pursuant to this clause, we will effect

such sale, without notice or liability to you, on your behalf and apply the proceeds of sale in or towards discharge of any or all of your obligations to us.

87.4. Without prejudice to our other rights under and/or pursuant to this Agreement, we may, at any time and without notice, combine or consolidate all or any of your Accounts with us and off-set any amounts owed to or by us in such manner as we may determine at our sole discretion.

87.5. Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

87.6. Where termination and liquidation occurs in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered into between us, which are then outstanding.

Chapter M: Termination Of Client Relationship And Liquidation Of Accounts

88. Termination of client relationship

88.1. Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force until terminated by either Party.

88.2. Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement (and the relationship between us) by giving seven (7) calendar days written notice of termination to the other.

88.3. We may terminate this Agreement immediately, however, if you fail to observe or perform any provision of this Agreement or in case of an Event of Default, other than in the case of Force Majeure.

88.4. We shall terminate this Agreement with all accounts being inactive for a period of (twelve) 12 months.

89. Effects of termination of client relationship

89.1. Upon terminating this Agreement, all amounts payable by you to us will become immediately due and payable including (but without limitation): (a) all outstanding fees, charges and commissions; (b) any dealing expenses incurred by terminating this Agreement; and (c) (c) any losses and expenses realised in closing out any Transaction or Contract, or settling or concluding outstanding obligations incurred by us on your behalf.

89.2. On termination, we shall complete all Transactions and/or Contracts that are already entered into or under execution and these Terms and Conditions shall continue to bind both parties in relation to such Transactions and/or Contracts. We shall be entitled to deduct all amounts due to us before transferring any credit balances on any Account(s) to you and we shall be entitled to postpone such transferring until any and all Transactions and/or Contracts between you and us are closed. Furthermore, we shall be entitled to require you to pay any charges incurred in transferring your investments.

89.3. Termination shall not affect then outstanding rights and obligations (in particular, without limitation, relating to the **Indemnities** and **Limitation of Liability Clauses** and the **Miscellaneous** and **Governing Law Clauses** and Transactions and/or contracts which shall continue to be governed by this Agreement and the particular clauses agreed upon by and between you and us in relation to such Transactions and/or Contracts, until all obligations have been fully performed.

89.4. In the event that you involve us, directly or indirectly, in any type of fraud, we reserve the right, at our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transactions and/or Contracts, which would or could place our interests and/or any of our (other) clients' interests at risk.

Chapter N: Miscellaneous Provisions

90. Assignment

90.1. The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective Associates, successors and assigns.

90.2. We shall be entitled to assign its rights and benefits under this Agreement, without any prior consent being required, to any Associate or subsidiary belonging to our group of companies.

90.3. You may not without our prior written consent transfer this Agreement or any interest or obligation in or under this Agreement and any purported transfer without such consent shall be null and void.

90.4. Following such consent to the transfer of any interest or obligation under this Agreement, you shall remain jointly and severally responsible for the performance of all of the transferee's obligations under this Agreement.

91. Time of essence

91.1. Time shall be of the essence in respect of all your obligations under this Agreement (including, without limitation, those pertaining to any Transaction and/or Contract).

92. Notices

92.1. You must ensure that, at all times, we are able to communicate with you by telephone, fax or e-mail.

92.2. Except as specified otherwise in this Agreement and without prejudice to any such other provisions of this Agreement, all notices, declarations, demands, requests, and other communications required under, or otherwise referred to in, this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier or if sent by facsimile with a confirmation copy sent by air mail, or if sent by e-mail, and in any case addressed to the respective Parties at their address set forth above or at such other address as such Party may hereafter designate by notice to each of the other Parties as herein provided.

92.3. If personally delivered in the form specified herein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered.

92.4. If sent by e-mail in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the e-mail transmission unless: (a) such transmission is made on a day which is not a day (except any Saturday or Sunday) on which banks in Seychelles are open for business (a "**Business Day**") or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return mail, telex or facsimile that the copy received is illegible in whole or in part.

92.5. If sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier in the form specified therein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective four (4) calendar days after deposit with such air courier or when actually received, whichever

first occurs.

92.6. If sent by facsimile in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the transmission unless: (a) such transmission is made on a day which is not a Business Day or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return telex or facsimile that the copy received is illegible in whole or in part.

92.7. Such notice or other communication will be deemed effective if in writing and delivered in person or by courier, on the date it is delivered or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered or if sent by email on the date that email is delivered, unless the date of delivery (or attempted delivery) or the date of receipt, as applicable, is not a Business Day or the communication is delivered (or attempted to be delivered) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

92.8. The Parties agree that the delivery of any summons and complaint, and other processes, which may be served in any suit, action or other proceeding, may be made by mailing via certified or registered mail or by hand-delivering such summons, complaint or other process to the other Party at the address of such Party specified hereinabove.

92.9. Rejection or other refusal to accept, or the inability to deliver notice, summons, complaint or other process referred to hereinabove, because of changed address of which no proper notice was given, shall not affect the effectiveness or the date of delivery for any notice sent in accordance with the foregoing provisions. Each such notice, request or other communication shall be deemed as sufficiently given, served, sent and received for all purposes, at such time that it is delivered to the address (with return receipt, the delivery receipt, the affidavit of the messenger or the answer back being deemed conclusive (but not exclusive) evidence of such delivery) or at such time as delivery is refused by addressee upon presentation.

93. Governing law and jurisdiction

93.1. This Agreement shall be governed by and construed in accordance with Seychelles Law and, subject to the dispute resolution provisions set forth hereinafter. You irrevocably agree for our exclusive benefit that the courts of Seychelles are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

93.2. Nothing contained in this clause shall, however, limit our right to take proceedings against you or any Trader in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

94. Controlling language

94.1. This Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English.

94.2. In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

95. Force majeure

95.1. We shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between us and you or any other third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a "**Force Majeure Event**").

95.2. You acknowledge and agree that we may in our reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, we will inform you as soon as reasonably practicable if we so determine.

95.3. If we determine that a Force Majeure Event exists or is about to occur then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take such action as we deem necessary or appropriate in the circumstances, having regard to you and your interests, and neither we, nor any of our directors, officers, employees, Agents or advisers will be liable for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

96. No waiver

96.1. No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

96.2. The failure of a Party at any time to require performance of any provision of this Agreement shall not in any way affect the validity of this Agreement or any part thereof, nor the right of that Party to require performance of that provision or any other provision of this Agreement in the future.

96.3. All waivers by us must be in writing.

97. Cumulative remedies

97.1. All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

98. Compliance with FSA rules

98.1. Unless otherwise permitted by the FSA Rules or any other Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the FSA Rules or any other Applicable Laws and Regulations.

98.2. We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the FSA Rules or any other Applicable Laws and Regulations and such actions shall be binding on you and shall not render us or any of our directors, officers, employees or Agents liable.

99. Exclusion of third party rights

99.1. Except as expressly otherwise provided herein, this Agreement is being entered into solely for the benefit of the Parties hereto and their successors and permitted assigns and intended and/or designated Associates.

99.2. It may not be relied upon by any other person as the basis for any claim or dispute against one or both Parties, or as evidence of the rights or obligations of one or both Parties hereto with respect to such other person.

99.3. To the extent that any term or provision of this Agreement grants rights to or contemplates, permits, or requires performance of and/or by any Affiliate of a Party, such Affiliate shall be considered to be an intended third party beneficiary of this Agreement and such Party shall cause such Affiliate to perform each and every of such obligations of such Party under this Agreement in accordance with the terms and conditions hereof.

100. Independent parties/no partnership or joint venture

100.1. Neither this Agreement nor the performance of any services by either Party hereunder will be construed to create a joint venture or partnership between the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, you are an independent third-party and is not a partner, joint venture partner, or representative agent of us.

100.2. You will not bind nor attempt to bind us any agreement or contract.

100.3. As an independent third-party, you are solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

101. Counterparts

101.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of the counterparts together constitute the same document. All counterparts shall collectively constitute a single agreement and it shall not be necessary in any proof of this Agreement to produce or account for more than one counterpart.

102. Survival

102.1. The provisions of this Agreement pertaining to either Party's (a) Representations, Warranties and Covenants, (b) Fiduciary duties, (c) Confidentiality obligations, (d) Acknowledgements, (e) Liabilities and responsibilities, as well as (f) Chapters K, L, M and N of this Agreement shall survive the expiration of the term and/or the termination of this Agreement for any reason.