

TERMS AND CONDITIONS

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02	Compliance Department	Review and Update	02/06/2021
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T1 Markets is the trading name of General Capital Brokers Ltd with Registration Number HE345774 regulated and authorized by the Cyprus Securities and Exchange Commission under license number 333/17. T1Markets is Located at 359, 28th October Street, Neapolis, WTC Cyprus -Trust Re Building, 1st Floor, 3107 Limassol, Cyprus.

1. INTRODUCTION – ABOUT US

- 1.1. General Capital Brokers Ltd (hereafter the “**Company**”, “**we**” or “**us**”), is a Cyprus Investment Firm that provides investment and ancillary services, as these are defined throughout this Agreement, to its clients (hereafter “**Client**” or “**you**”) through its electronic system over the Internet (hereafter the “**Trading Platforms**”).
- 1.2. The Company is operating under its registered trade name T1Markets via the website <https://www.t1markets.com/>
- 1.3. The Company is authorized and regulated by the Cyprus Securities and Exchange Commission (“**CySEC**” or “**Regulator**”), under authorization number 333/17 to offer investment and ancillary services (as seen on the Company’s website and on CySEC’s website at www.cysec.gov.cy) under the Investment Services and Activities and Regulated Markets Law of 2017 L.87(I)/2017, as subsequently amended from time to time (“**the Law**”). The business address of the Company is located at 359, 28th October Street, Neapolis, WTC Cyprus -Trust Re Building, 1st Floor, 3107 Limassol, Cyprus.
- 1.4. The Company will provide investment services strictly under the Terms and Conditions defined throughout the present Agreement. The present Terms and Conditions with the following documents found on the Company’s website (namely “Client Categorization Policy”, “Privacy Policy”, “Order Execution Policy”, “Conflicts of Interest Policy”, “Risk Disclosure Statement”, “Investor Compensation Fund Policy”, “Complaints Handling Procedure Policy”, “Anti Money Laundering Policy” and “Withdrawal and Refund Policy”) as amended from time to time, (collectively the “**Legal Documents**”) set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD trading activity of the Client with the Company during the course of the Agreement. In addition, they set out matters which the Company is required to disclose to the Client and/or to the Regulator under the Applicable Laws and Regulations.
- 1.5. The relationship between the Client and the Company shall be governed by this Agreement. As this Agreement is a distance contract, it is amongst others, governed by the Distance Marketing of Consumer Financial Services Law N242(I)/2004, implementing the EU Directive 2002/65/EC, under which signing the present Terms and Conditions is not required and the Terms and Conditions have the same rights and liabilities as a duly signed contract. In the case where the Client wishes to have a signed Agreement, the Client should print and send 2 (two) copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to the Client. This Agreement/Terms and Conditions override any other agreement, arrangements, express or implied statements made by any of the Company’s potential introducers, affiliates or any kind of third parties.
- 1.6. For your benefit and protection, please ensure you take sufficient time to read the Terms and Conditions including the Privacy Policy and Risk Disclosure Statement as well as any other additional documentation and information available to you via our website prior to opening an account and/or carrying out any activity with us. You should contact us for any further information/clarification or seek independent professional advice (as you may see fit).
- 1.7. We reserve the right to change this Agreement at any time, at our sole discretion. Any material changes that may significantly impact your funds, your Account, your transactions and/or your profit/potential profit will be notified to you prior to the change taking place, either via email or through the Company’s website. Any changes to the

Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. In case you disagree with the changes, you may terminate the Agreement in accordance with the termination clause herein.

2. DEFINITIONS – INTERPRETATION

2.1. Capital words/phrases in this Agreement shall mean:

- **“Account”** means the personal trading account the Client maintains with the Company and designated with a particular account number.
- **“Access Codes”** means the username and password given by the Company to the Client for accessing the Company’s website.
- **“Affiliates”** means third party intermediaries as set out in Section 35 below.
- **“Agreement”** means these Terms and Conditions for the Services offered by the Company along with the Company’s Policies, as these may be amended from time to time.
- **“Applicable Regulations”** means: (a) European Markets in Financial Instruments Directive (MiFID II), and the Investment Services and Activities and Regulated Markets Law of 2017 as amended (L.87(I)/2017), (b) Directives, Circulars or other Rules and Regulations issued by CySEC and govern the operations of Cyprus Investment Firms and (c) all other applicable laws, rules and regulations in force from time to time.
- **“Balance”** means the funds held on behalf of the Client on its Client Account within any period of time that may be used for trading.
- **“Business Day”** means a day which is not a Saturday or a Sunday or a banking holiday in the Republic of Cyprus or any other holiday to be announced by the Company on its website.
- **“CIF Authorization”** means the license the Company has obtained from CySEC, as this may be amended from time to time and which sets out the investment and ancillary services the Company is authorized to provide.
- **“CFD”** means contract for difference. It consists of an agreement (contract) to exchange the difference in value of a particular currency, commodity, share or index between the time at which a contract is opened and the time at which it is closed. Gains or losses are made based on how the underlying instruments prices change relative to the price at the initiation of the contract.
- **“Client”** [or **“Retail Client”**] means a valid Account holder.
- **“Clients Objectives and needs”**: Speculative trading in high risk instruments.
- **“Company’s website”** means <https://www.t1markets.com/> or any other website that the Company may maintain from time to time.
- **“CRS”** means the Common Reporting Standard for the automatic exchange of financial account information.
- **“CySEC”** or **“Regulator”** means the Cyprus Securities and Exchange Commission.
- **“Controller”** under the General Data Protection Regulation, General Capital Brokers Ltd is acting as the controller of your data.
- **“Data Subject”** means an individual who is the subject of personal data.
- **“Dormant Account”** or **“Inactive Account”** means an Account that is subject to the terms set out in Section 22 below.
- **“Execution”** means the execution of clients’ orders on the Company’s trading platform, where the Company acts as an Agent to Clients’ transactions.

- “**FATCA**” is an abbreviation for Foreign Account Tax Compliance Act.
- “**FFI**” is an abbreviation for Foreign Financial Institution.
- “**Financial Markets**” means international financial markets in which financial instruments exchange rates are determined in multi-party trade.
- “**Financial Instruments**” means any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation. According to the Company’s license these are: (a) Transferable Securities; (b) Money Market instruments; (c) Units in collective investment undertakings; (d) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash; (e) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event); (f) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or an MTF; (g) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular margin calls; (h) Derivative instruments for the transfer of credit risk; (i) Financial contracts for differences; (j) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this clause, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognized clearing houses or are subject to regular margin calls.
- “**Initial Margin**” shall mean the necessary guarantee funds to open Positions in a CFD Transaction.
- “**Knowledge and Experience**”: Clients with an understanding of capital markets and derivatives and experience in CFDs or any other types of derivatives trading.
- “**Leverage**” is the ratio between the total transaction value to the amount of funds required as margin for that transaction.
- “**Market Maker**” means a dealer in securities or other assets who undertakes to buy or sell at specified prices at all time.
- “**Margin**” shall mean the necessary guarantee funds to open or maintain Open Positions in a CFD Transaction.
- “**Margin Call**” shall mean the situation when the Company informs the Client that he/she does not have enough Margin to place Orders or maintain Open Positions.
- “**Maintenance Margin**” shall mean the necessary margin required by the Company to maintain Open Positions in CFD trading.
- “**MTF**” means the Multilateral Trading Facility.
- “**MiFIR**” means Markets in Financial Instruments Regulation (EU) No 600/2014.

- **“Order”** means the request / instruction given by the Client to the Company to Open or Close a Position in the Client’s Account
- **“Personal data”** means any information relating to an identified or identifiable natural person (data subject).
- **“Processing”** means collection, recording, organization, structuring, adaptation or alteration, retrieval, storage, disclosure by transmission, dissemination, transfer, restriction, erasure or destruction.
- **“Promotion”** means any promotions or benefits offered to our Clients from time to time.
- **“Services”** means the investment and ancillary services which will be provided by the Company to the clients and are governed by this Agreement as these are described in Section 6 of this Agreement.
- **“Transaction”** means any type of transaction subject to this Agreement effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades and any other transaction of any financial instrument.
- **“Privacy Policy”**- shall mean our privacy notice and statement, published on our website as the “Privacy Policy” as can be amended from time to time at the Company’s sole discretion.
- **“The Commissioner”** – shall mean the Office of Data Protection Commissioner in Cyprus.
- **“Professional Client”** shall mean a Professional Client for the purposes of CySEC Rules, as specified in the document “Client Categorization Policy” found on the Company’s Website.
- **“Quote”** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.
- **“Retail Client”** shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the document “Client Categorization Policy” found on the Company’s Website.
- **“Risk tolerance and compatibility of the risk” / “reward profile of the product with the target market”**: Suitable for high risk-oriented clients willing to lose 20-100% of their invested capital or more.
- **“Swap or Rollover”** shall mean the interest added or deducted for holding a position open overnight in CFD trading.
- **“Target Market”** shall mean the marketing of a product to a group of clients whose needs, characteristics and objectives the product is compatible.
- **“Ability to bear losses”**: To be able to invest in this product, a client should have over 2,000 Euros of annual disposal income. Clients should invest a maximum of 50% of their disposable income.
- **“Trading Platform”** shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Server and the Client Terminal.
- **“Unit Amount”** which refers to the minimum number of units to be traded on the underlying asset and that amount varies per account type.
- **“US Reportable Persons”** In accordance to FATCA, a US Reportable person is: (a) a US citizen (including dual citizen); (b) a US resident alien for tax purposes; (c) a domestic partnership; (d) a domestic corporation; (e) any estate other than a foreign estate; (f) any trust if: (i) a court within the United States is able to exercise primary supervision over the administration of the trust; (ii) one or more United States persons have the authority to

control all substantial decisions of the trust; (iii) any other person that is not a foreign person. Please note that the Company does not accept clients that are US Reportable Persons.

- 2.2. In this Agreement, references to “we”, “us” or similar expressions refer to “General Capital Brokers Ltd”;
- 2.3. All the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.
- 2.4. The headings of the Sections are only used for facilitating the reference and they do not affect their interpretation. References to any law or regulation will be considered to comprise references to that law or regulation as this can be altered or replaced from time to time or, similarly, to be extended, re-enacted or amended.

3. CLIENTS ACCEPTANCE AND COMMENCEMENT

- 3.1. It is understood that the Company may not (and may be unable under Applicable Regulations) accept the Client as its client, and hence open a Client Account for him or accept any money from him or allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form Online during the registration process together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. Furthermore, the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company’s ongoing monitoring of the Client’s activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.
- 3.2. The Client, prior to providing all required identification documentation, may make a deposit up to the total amount of EUR 1000 (one thousand Euro). In the event that the Client does not fully satisfy the Company’s required identification documentation requirements within 15 (fifteen) days from the day of his deposit or the day he opened an account and accepted the Company’s T&C (the earlier of the two), the Company reserves the right to close any open positions in the client’s account, send any remaining available funds to the same source as received and either impose restrictions in the operation of the Client Accounts and/or immediately terminate the business relationship with the Client and close the Client Account.
- 3.3. The Company is obliged under Applicable Regulations to obtain information about the Client’s knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client, before the Company can accept him as a Client, the so called “Appropriateness Test”. If the Client elects not to provide such information to the Company, or if the Client provides insufficient information, the Company will not be able to determine whether the service or product envisaged is appropriate for the Client. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate at any time thereafter and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

4. COMMUNICATION WITH US

- 4.1. You may communicate with us in writing (by email), live chat or via phone. The language of communication shall be in English and you will receive documents and other information from us in English. However, where

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appropriate and for your convenience, we will endeavor to communicate with you in your language. By accepting and agreeing to the Terms and Conditions of this Agreement, you accept the following Terms and Conditions.

- 4.2. The Company is free to use any idea, concept, know-how or technique or information contained in your communications for any purpose including, but not limited to, developing and marketing products.
- 4.3. The Company records telephone conversations to ensure that the services provided are being delivered in accordance to quality assurance guidelines and the Company's standards. Such records will be the Company's property.

5. MEMBERSHIP ELIGIBILITY

- 5.1. Services are available and reserved only for individuals or legal entities that have established a legally binding contract under the laws applicable in their country of residence. Without limiting the below mentioned terms, our Services are not available to people aged under the age of 18 or who have not attained the legal age ("**Minors**")- as per the Data Processing Law enforcement date the 25th of May 2018, a minor shall be considered a person below the age of 16 years unless otherwise advised by the Data Processing Law. To avoid any doubt, we disclaim any liability for unauthorized use by Minors of our Services in any manner or another.
- 5.2. Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal, and the Company reserves the right to refuse and/or cancel access to its Services to anyone at its sole convenience.
- 5.3. For avoidance of doubt, the ability to access our website does not necessarily mean that our services, and/or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.
- 5.4. It shall be noted that, registration to our affiliate or partner programs for promotion of T1Markets services and client acquisition in Spain are only available to firms authorized to provide investment services who are/will be appointed as out tied agents, as per the Spanish Securities Market Act.

6. PROVISION OF SERVICES

- 6.1. The following are the **investment services** which the Company is authorized to provide in accordance with its CIF authorization and are governed by this Agreement:
 - Reception and transmission of orders in relation to the Financial Instruments the Company is authorized to provide
 - Execution of orders on behalf of Clients
- 6.2. The Company will provide to you the following **ancillary services**:
 - Safekeeping and administration of financial instruments, including custodianship and related services
 - Foreign exchange services where these are connected to the provision of investment services;
 - Granting of credit or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- 6.3. It shall be clarified and noted that the Company deals on an execution-only basis and does not advise on the merits of particular Transactions, or their taxation consequences.
- 6.4. You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by or from any transaction that you perform and the Company shall not be held responsible nor shall you rely on the Company for the aforementioned.

- 6.5. Where the Company provides general trading recommendations, market commentary or other information in its newsletters and/or website:
- This is incidental to your dealing relationship with the Company. It is provided solely to enable you to make own investment decisions and does not constitute investment advice;
 - If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
 - The Company gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
 - You accept, prior to its dispatch, that the Company may have made use of the information on which it is based. The Company does not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as its other Clients. Any published research reports or recommendations may appear in one or more screen information service.
- 6.6. The Company operates Monday to Friday in normal business hours, excluding holidays which will be announced through the Company's website or communicated by email to the client. The Company reserves the right to suspend or modify the operating (trading) hours on its own discretion and such an event will be announced on the Company's website, under the announcements' section, as soon as practically possible. The Company has the right to refuse the provision of any investment and/or ancillary service to the client, at any time, without being obliged to inform the client of the reason(s), in order to protect the lawful interests of both the client and the Company.

7. ACCOUNT OPENING INFORMATION AND REQUIREMENTS

- 7.1. When you register for the aforementioned Services, the Company will ask you to provide certain Identifying information, as part of the account opening procedure that will allow us to identify you and categorize you according to the "Client Categorization Policy" of the Company.
- 7.2. You acknowledge your willingness to share with the Company certain private information which it uses for the purpose of confirming your identity and categorizing you according to the Client Categorization Policy. This information is collected in line with our stringent verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our Client' trading activity throughout and is subject to the Company's "Privacy Policy". In case you wish to object or limit the amount of personal information that we process, you may do so by submitting a written request, further explained in the Company's Privacy Policy. It shall also be noted that the Company may reject such a request as the requested information is collected and processed for record keeping as to comply with regulation requirements.
- 7.3. If you are registering as a legal entity, you hereby declare that you have the authority to bind that entity to this Agreement. The Company will treat with care the information you entrust to the Company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.
- 7.4. By registering with the Company, you confirm and agree that you consent to the use of all or part of the information you supply concerning your trading account, the transactions you undertake through it and the interactions which you perform with the Company on behalf of the Company. All interactions you undertake with the Company will be stored by the Company for the purposes of record keeping, as required by the Law and may be employed by the Company in cases that disputes arise between you and the Company or on

request by CySEC or any other competent authority. In case you wish to object or limit the amount of personal information that we process, you may do so by submitting a written request, further explained in the Company's Privacy Policy.

8. CLIENT CATEGORISATION

- 8.1. There are several categorizations for Clients: Retail, Elective Professional and Eligible Counterparty, all as detailed in the "Client Categorization Policy".
- 8.2. You are categorized by default as a Retail Client. This categorization provides the highest level of protection compared to a Professional Client or Eligible Counterparty. In the event that you wish to be re-categorized you must inform the Company in writing, clearly stating such a wish and update us on which two of the three conditions according to the "Categorization Policy" you fulfill, in order to be considered eligible. The final decision of the change in categorization however lies in the absolute discretion of the Company. Information related to the Professional Categorization, the level of protection offered as well as the eligibility conditions to become a Professional Client can be found on our website.
- 8.3. You are bound by the method and process of categorization as this is defined and thoroughly explained in the "Client Categorization Policy" which can be found on the Company's website under the title "Client Categorization Policy". Therefore, by accepting these Terms and Conditions, you accept the application of the categorization method as this is defined in the "Client Categorization Policy".

9. GUARANTEES ON BEHALF OF THE CLIENT

- 9.1. You state, confirm and guarantee that any funds handed to the Company for trading purposes, belong exclusively to you and are free of any lien, charge, pledge or any other burden. Further, whatever funds handed over to the Company by you are not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.
- 9.2. You act for yourself and not as a representative or a trustee of any third person, unless you have produced, to the satisfaction of the Company, a document and/or powers of attorney enabling you to act as representative and/or trustee of any third person.
- 9.3. You agree and understand that in the event that the Company has such proofs that are adequate to indicate that certain amounts, as classified above, received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, the Company reserves the right to refund these amounts to the sender, either this being you or a beneficial owner of a legal entity. Furthermore, you also agree and understand that the Company may reverse any Transactions performed in your Trading Account and may terminate this Agreement. The Company reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.
- 9.4. You declare that you are over 18 (eighteen) years old, in case of natural person, or that you have full legal capacity, in case of legal person, to enter into this Agreement.
- 9.5. You understand and accept that all transactions in relation to trading in any of the Financial Instruments, will be performed only through the Trading Platforms provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.
- 9.6. You guarantee the authenticity and validity of any document handed over by you to the Company. You understand and accept that the Company is unable to provide you with any legal advice or assurances in

respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction.

- 9.7. Without limiting the foregoing, the Company, a regulated Cyprus Investment Firm, is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with FATCA. You acknowledge and accept that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA. You may contact the Company for additional information and/or clarifications prior to the agreeing to these terms.
- 9.8. You state and guarantee that you:
- Have the Ability to bear losses as defined in Section 2 of this Agreement.
 - Have Risk tolerance and compatibility of the risk /reward profile of the product with the target market as defined in Section 2 of this Agreement.
 - Have as Objective and need of Speculative trading in high risk instruments as defined in Section 2 of this Agreement

10. ELECTRONIC TRADING

- 10.1. The Company will provide you with Access Codes for gaining online access to the Company's website and/or trading platforms, thereby being able to place orders for any Financial Instrument available from the Company and entering into Transactions with the Company. Further, you will be able to trade on the Company's Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that the Company can, at its absolute discretion, terminate your access to the Company's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency.
- 10.2. You agree that you will keep the Access Codes in a safe place chosen in your discretion and will not reveal them to any other person. You will not proceed and will avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platforms.
- 10.3. You are responsible for all acts or omissions that occur within the Website through the use of your registration information. If you believe that someone has used or is using your registration information, username or password to access any Service without your authorization, you should notify the Company immediately. You must make every possible effort to keep the Access Codes secret and known only to you and you will be liable of any Orders received by the Company through your trading Account under your Access Codes. Further, any Orders received by the Company will be considered as received from you. In cases where a third person is assigned as an authorized representative to act on behalf of you, you will be responsible for all Orders given through and under the representative's Account Password.
- 10.4. You are responsible to monitor your Account and to notify the Company immediately if it comes to your attention that your Access Codes are lost or being used by an unauthorized third party. Also, you agree to immediately notify the Company should you become aware of any failure by you to receive a message indicating the reception and/or execution of an Order, the accurate confirmation of an execution, any information for your Account balances, orders or transactions history as well as in case you receive confirmation of an Order that you did not place.
- 10.5. You acknowledge that the Company may choose not to take action based on Orders transmitted to the Company using electronic means other than those Orders transmitted to the Company using the

predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such Orders.

- 10.6. You agree to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, you agree to follow the access procedure (Login) of the Company that supports such protocols.
- 10.7. The Company will not be held responsible in the event of an unauthorized access from third persons to information including, but not limited to, electronic addresses and/or personal data, through the exchange of these data between you and the Company and/or any other party using the Internet or other network or electronic means available.
- 10.8. The Company is not responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures. The Company further reserves the right to ask you to give instructions regarding your transactions by other means that it deems appropriate.
- 10.9. The Company shall have no liability for any potential damage you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, 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 electronic systems/trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right upon notifying you to suspend access to electronic systems/trading platforms for this reason.
- 10.10. In the event the Company, in its sole discretion, determines that a Transaction was affected by a substantial error or technical malfunction in any way (whether before or after the Transaction was opened), the Company may cancel, void and/or terminate the Transaction, in its sole discretion. The Company may take any such action even after the Transaction is closed and settled, thus reversing any payout already made to or from your account. You hereby acknowledge that such action may affect the balance in your account. In any such event, the Company shall provide notice to you explaining the error or malfunction and the actions taken by it.
- 10.11. The Company has the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where the Company considers it necessary or advisable to do so, for example due to your non-compliance with the applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default (as defined in Section 37.7 hereof), network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of a service may be terminated automatically, upon the termination (for whatever reason) of any license granted to the Company which relates to the service or this Agreement. The use of a service may be terminated immediately if the service is withdrawn by any market or the Company is required to withdraw the facility to comply with applicable Regulations.

11. FINANCIAL INFORMATION

- 11.1. Through one or more of its Services, the Company makes available to you a wide range of financial information that is generated internally, from agents, suppliers or partners (“Third Party Providers”). This

includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data (“**Financial Information**”).

- 11.2. The financial information provided on the Company’s website is not intentional investment advice. The Company and its Third-Party Providers do not warrant the accuracy, timeliness, completeness, or correct sequencing of the financial information, or results of your use of this financial information. The financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances.
- 11.3. It is your responsibility to verify the reliability of the information on the Company’s website and its suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the Company’s website or referenced by the Company’s website.

12. ORDERS – INSTRUCTIONS AND BASIS OF DEALING

- 12.1. You can place an Order via the Company’s trading platform and only during the trading hours of the market of the underlying Financial Instrument. Once your instructions or Orders are received by the Company, they cannot be revoked, except with the Company’s written consent which may be given at the Company’s sole and absolute discretion.
- 12.2. You place your market request at the prices you see on your terminal/platform and the execution process is initiated. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the server, the prices requested by the Client and the executed price may differ, as a result of this process.
- 12.3. You have the right to use a Power of Attorney to authorize a third person (representative) to act on behalf of you in all business relationships with the Company. The Power of Attorney should be provided to the Company accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until the written termination by you.
- 12.4. The Company uses reasonable endeavors to execute any order promptly, but in accepting your orders the Company does not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. In case the Company encounters any material difficulty in carrying out an order on your behalf, for example in case the market is closed and/or due to illiquidity in financial instruments and other market conditions, the Company shall promptly notify you.
- 12.5. Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. Your Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period.
- 12.6. The Company may require you to limit the number of open positions which you may have with the Company at any time and the Company may in its sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.
- 12.7. If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company’s trading platform.
- 12.8. The Company has the right to set control limits in relation to your orders at its own and absolute discretion. Such limits may be amended, removed or added and may include without limitation:
 - controls over maximum order amount and size; or

- controls over the electronic systems and/or trading platforms to verify for example your identity during the receipt of the order; or
 - any other limits, parameters or controls which the Company may deem required to be implemented in accordance with Applicable Regulations.
- 12.9. There may be restrictions on the number of Transactions that you can enter and in terms of the total value of those Transactions. You acknowledge that some markets place restrictions on the types of orders that can be directly transmitted to their electronic trading systems.

13. EXECUTION POLICY

- 13.1. The Company takes all reasonable steps to obtain the best possible results for its Clients. The Company's Order Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument. You acknowledge and accept that you have read and understood the "Order Execution Policy", which was provided to you during the registration process and which is uploaded on the Company's website.
- 13.2. You agree that the Company may execute an order on your behalf outside a regulated market and/or an MTF and that the Company's Order Execution Policy will not apply when you place a specific instruction.
- 13.3. Under MiFIR requirements the Company must report to CySEC or any Competent Authority transactions in Financial Instruments admitted for trading on a regulated market or a trading venue notwithstanding whether such transactions are performed on or off that regulated market or trading venue. Under this statement, you irrevocably authorize the Company to report all your CFD Transactions to CySEC where the underlying Financial Instruments are admitted for trading on a regulated market or a trading venue within the EU.
- 13.4. To comply with the reporting obligations under MiFIR, you shall provide to us on request all and any information that may be required. The Company shall request you to provide, in the format deemed acceptable, the following documents:
- for natural persons, depending on the country of residence/ nationality, the identification documentation we shall request from you may be, for example, your CONCAT ID number;
 - if you are registered as a legal entity, you will be required to provide to us your Legal Entity Identifier (LEI). LEI is a 20-digit, alpha-numeric code developed by the International Organization for Standardization (ISO).
- 13.5. In case you refuse to provide any of the above-mentioned documents the Company will be forced to refuse you to trade on its platform and at its sole discretion and without notice, shall have the right to:
- reject you as a Client, and/or
 - suspend your Account until your full compliance with the above requirements, and/or
 - terminate this Agreement with immediate effect.
- 13.6. It is under your responsibility to repay any losses, claims, damages and expenses that the Company may suffer as a result of your failure to comply with the above requirements.

14. MARGIN REQUIREMENTS

- 14.1. The Client shall provide and maintain the Initial Margin and Maintenance Margin in such limits as set by the Company, at the Company's sole discretion.
- 14.2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.

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- 14.3. The Company has the right to change Margin requirements without prior notice to the Client, as long as the change is not in the legal boundaries prohibited by the relevant directives and laws. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open and to use reasonable efforts to update the Client as soon as possible.
- 14.4. The applicable Margin requirements can be found on the Website directly below the specific instrument. By pressing the down arrow, you may see the details of the specific instrument such as the Unit Amount, the Leverage, the Rollover fee, the initial Margin and the Maintenance Margin. If at any time the Equity falls below the Maintenance Margin, which is specified in the Contract Specifications section on the Website and on the right hand side of the trading platform, the Company has the right to close any or all of the Client's Open Positions without the Client's consent or any prior written notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 14.5. If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions. If the Client fails to meet the Margin Call, his Open Positions will be closed starting from the most unprofitable.
- 14.6. Margin must be paid in monetary funds in the Currency of the Client Account.

15. CONFIRMATIONS

- 15.1. Confirmations for all Transactions that have been executed in your Trading Account on a trading day will be available via your online Account through the Trading Platform as soon as the transaction is executed. It is your responsibility to notify the Company if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding on you, unless you place your objection in writing within 7 (seven) Business Days. You may request to receive the Account statement monthly or quarterly via email, by providing such a request to the Company, but the Company is not obliged to provide you with the paper Account statement. The Account statement may be provided at the expense of the Client.
- 15.2. You have the right to authorize a third person to give instructions and/or Orders to the Company or to handle any other matters related to this Agreement, provided that you have notified the Company in writing that such a right shall be exercised by a third party and that this person is approved by the Company and fulfils all of Company's conditions to allow this.
- 15.3. In case that you have authorized a third person as mentioned above, it is agreed that in the event that you wish to terminate the authorization, it is your full responsibility to notify the Company of such decision in writing. In any other case, the Company will assume that the authorization is still ongoing and will continue accepting instructions and/or Orders given by the authorized person on behalf of you.

16. PRICING

- 16.1. The Company will quote prices at which it is prepared to deal with you. Save where:
 - The Company exercises any of its rights to close out a Transaction; or
 - A Transaction closes automatically, it is your responsibility to decide whether you wish to deal at the price quoted by the Company. The Company's prices are determined by the Company in the manner set out in the enclosed Terms.

- 16.2. Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by the Company. You acknowledge that these prices and maximum amounts may differ from prices and maximum amounts provided to other Clients of the Company and may be withdrawn or changed without notice. The Company may in its sole discretion and without prior notice to you immediately cease the provision of prices in some or all currency pairs and for some or all value dates at any time.
- 16.3. When the Company quotes a price, market conditions may move between Company's sending of the quote and the time your order is executed. Such movement may be either in your favor or against it. Prices that may be quoted and/or traded upon, from time to time, by other market makers or third parties shall not apply to trades between the Company and you.

17. REFUSAL TO EXECUTE ORDERS

- 17.1. The Company has the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:
- If you fail to provide to the Company with any documents requested from you either for client identification purposes or for any other reason.
 - If the Company suspects or has concerns that the submitted documents may be false or fake.
 - If you do not have the required funds deposited in your Account.
 - If the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen.
 - If the Company considers that there is a chargeback risk.
 - If the Company has adequate reasons to suspect that the execution of an Order is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or if it can potentially affect in any manner the reliability, efficiency, or smooth operation of the Trading Platform.
 - If you do not have sufficient available funds deposited with the Company or in your bank account to pay the purchase price of an Order along with the respective fees and commissions necessary to carry out the transaction in the Trading Platform. If the Company does refuse to execute an order, such refusal will not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.
- 17.2. It is understood that any refusal by the Company to execute any order shall not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.
- 17.3. You declare that you shall not knowingly give any Order or instruction to the Company that might instigate the Company taking action in accordance with the paragraph 17.1 above.

18. CANCELLATION OF TRANSACTIONS

- 18.1. The Company has the right to cancel a transaction if it has adequate reasons/evidence to believe that one of the following has incurred:
- Fraud/illegal actions led to the transaction,
 - Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third-party service providers.

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- The Company has not acted upon your instructions.
- The Transaction has been performed in violation to the provisions of this Agreement.

19. SETTLEMENT OF TRANSACTIONS

19.1. The Company shall proceed to a settlement of all transactions upon execution of such transactions. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered under your account with the company.

20. PROFESSIONAL CLIENTS

- 20.1. The Company may offer a number of attractive benefits to its new and existing Professional Clients only, who have activated their trading account. These benefits rewarded to Professional Clients are at the Company's discretion. These benefits may have limited time offers and their conditions can be subject to change upon written notice given to the Professional Clients on the modifications to substantial parts of the conditions. Prior to accepting any benefit offer, Professional Clients will be given the opportunity to consider the terms and conditions associated with each benefit in order to fully understand how it works as well as consent in regards to the adoption of any alterations, and in case the Professional Client will not provide the Company with any feedback or advice from him/her to the contrary, within a period of seven (7) days from when the Professional Client first received the Promotion offer, the Company shall consider that the Professional Client has consented and/or accepted the amendment.
- 20.2. The Professional Clients are not required to accept any benefits offered by the Company; all benefits are optional. The Professional Clients may choose not to accept a benefit. In these circumstances, the Clients will not be bound to the terms relating to the benefits. By accepting the benefits offered, the Professional Clients will be bound by the guidelines, provisions and terms of the benefits programs, provided that they have fully understood and agreed with the Terms and Conditions of this Agreement.
- 20.3. Receipt of the benefits might be overwhelming for our Professional Clients as the extent of the benefits may, in certain instances, exceedingly improve the overall balance in the Client's Account. In some cases, Clients may abuse their benefit and spend the entire amounts all at once. We therefore suggest that the Professional Clients pay attention to their Account status and urge our Professional Clients to invest the Promotions and bonus amounts with caution and responsibility.
- 20.4. All the Company's additions to the benefits terms and conditions are final.
- 20.5. The Professional Clients are hereby invited to utilize the Company's benefits in a rightful and justified manner, according to the Terms and Conditions of this Agreement. The Company reserves the right to cancel and even close the Professional Client's Account if it suspects any form of abuse or wrong doing of the benefits by the Professional Client which include reasons as stated in section 28 below.
- 20.6. The Company is to single-mindedly conclude and decide upon whether Clients have abused and/or misused its Trading Platform and/or its Promotions and benefits.
- 20.7. All of the benefits should be utilized in accordance to the offer's predefined period.
- 20.8. In the event abuse and/or misuse of the benefits terms, the Company is entitled to revoke the benefits in their entirety. Should this be the case, the Company's decisions shall be final. Any changes to the benefits terms and conditions, is reserved for the Company to be changed, altered or revoked, and later displayed on its Website.

- 20.9. The Professional Client's acceptance of any Promotions and benefits terms and conditions shall be in addition to their acceptance of the Terms and Conditions set out herein.

21. CLIENT FUNDS

- 21.1. Funds belonging to you that will be used for trading purposes will be kept in an account with any bank or financial institution used to accept funds and will be held in the Company's name. It is understood that the Company may hold funds on behalf of you in a bank established outside the European Union. The legal and regulatory regime applying to any such bank might be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous events in relation to that bank, your funds may be treated differently from the treatment which would apply if the funds were held with a bank in an account in Cyprus and the European Union. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.
- 21.2. It is commonly understood that any amount payable by the Company to you, shall be paid directly to your Credit/Debit Card or Bank Account according to the payment method you have used to deposit. Fund transfer requests are processed by the Company within the time period specified on the Company's official website and the time needed for crediting into your personal account will depend on your bank account provider.
- 21.3. The Company retains a right of set off and may, at its discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by the Company and you, this Agreement shall not give rise to rights of credit facilities.
- 21.4. You have the right to withdraw the funds which are not used for margin covering, free from any obligations from your Account without closing the said Account.
- 21.5. The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation provided.
- 21.6. It is within your terms that any incurring bank fees will be paid by you in case of funds withdrawals from your trading account to your designated bank account. You are fully responsible for the payment details that you provided to the Company and the Company accepts no responsibility if you have provided false or inaccurate bank details.
- 21.7. The Company reserves the right to charge a withdrawal fee for a wire transfer at an amount equal or less than 50 EUR (or an equivalent amount according to the denominated currency in the client's trading account) which will represent the administrative and bank charges fees. The withdrawal fee shall not exceed 15 EUR and will be charged prior to the processing of the wire transfer. Therefore, when you withdraw funds from your Trading Account via wire transfer a minimum withdraw amount above 15 EUR shall be required, otherwise the withdrawal request will be rejected.
- 21.8. You agree that any amounts sent by you in the Company's bank accounts, will be deposited to your trading account at the value date of the payment received and net of any charges/fees charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for the Company to accept any deposits from you, the identification of the sender must be verified and ensure that the person depositing the funds is you. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

- 21.9. The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where you need to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to your Account.
- 21.10. When a withdrawal application is submitted, the Company will process the withdrawal within one working day. The withdrawal applications which have not been received during business working hours and/or on during business days will be processed the next business day. When your withdrawal application is approved, it may take time for the banks and/or payment processors to process the payment, in these cases the Company shall not be held liable for such delays.
- 21.11. In the event that any amount received by a bank account is reversed by the bank account provider at any time and for any reason, the Company will immediately reverse the affected deposit from your Account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of your Account(s).
- 21.12. You agree to waive any of your rights to receive any interest earned in the funds held in the bank account where your funds are kept.

22. MAINTENANCE CHARGES AND ACCOUNT PROCEDURE

- 22.1. You acknowledge and confirm that any trading account held with the Company in which you have not placed a trade and/or made a deposit for a period greater than 30 (thirty) calendar days, shall be classified by the Company as an Inactive Account. You further acknowledge and confirm that such Inactive Account(s) will be subject to an inactivity fee per month, the exact fee will be based on the currency denomination of the Client Account. Further information can be found in the below sub-sections and in the Company's Legal Documents available in the Company's website.
- 22.2. Trading Accounts with no trading activity (trading activity shall mean open/close a trade or deposit) for a consecutive period of 30 days shall be classified as Inactive Accounts. For example, during the period of 30 days the client did not open any trade, close or did not make any deposit.
- 22.3. An Inactivity Fee of 50 EUR, or the equivalent amount in the clients' currency as per the exchange rate, will be imposed for over 61 days of inactivity. The Company will charge the Inactivity Fee of 50 EUR every 30 calendar days, hence the trading account is classified as Inactive.
- 22.4. Where you have more than one (1) Trading Account and all such Trading Accounts are considered as Inactive Accounts, please note that the Inactivity Fee shall be charged separately for each of the respective Trading Account.
- 22.5. You further agree that any Inactive Account(s), shall be considered as a Dormant Account if no transaction has been made for a period of 30 days. For the reactivation of a Dormant Account you must contact the Company. The Dormant Account will then be reactivated subject to, if required, up-to-date client identification documentation to be provided to the Company. Further information on how to reactivate a Dormant Account can be found in the Dormant Accounts Policy available in the Company's website.

23. COSTS AND CHARGES

- 23.1. You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us. You will be notified of any alteration to the charges before the change goes into effect.
- 23.2. In case of any value added tax or any other tax obligations that arise in relation to a transaction performed on behalf of you or any other action performed under this agreement for you, the amount incurred is fully payable by you and in this respect you must pay the Company immediately when so requested and the Company is fully entitled to debit your Account for the outstanding amount to be settled (excluding taxes payable by the Company in relation to Company's income or profits).

24. INDUCEMENTS

- 24.1. Generally, the Company is obliged to act honestly, fairly and professionally in accordance with the best interest of the client. In this respect, under inducement rules, the Company will not pay to or accept from any party (other than you) any fee or commission in connection with the provision of an investment service or an ancillary service unless these payments and/or benefit meet the requirements of the following paragraph. Similarly, we will not provide to or receive from any party (other than you) any non-monetary benefit in connection with the provision of investment service or an ancillary service.
- 24.2. By way of derogation from the above, in case where the fee, commission or non-monetary benefit was designed to enhance the quality of the relevant service to the client and does not impair compliance with our duty to act honestly, fairly and professionally for your best interest, the Company may pay, provide, accept or receive a fee, commission or non-monetary benefit. In such a case, the Company will clearly disclose to client's information, including, inter alia, the existence, nature and amount of the payment or benefit, whether the Company accepts minor non-monetary benefits, ongoing inducements, the methodology of calculation of such amounts if not known from the beginning.

25. COMPANY LIABILITY AND INDEMNITY

- 25.1. It shall be noted that the Company and any entity related to the Company, will perform transactions in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Orders and/or from which transactions are carried out on behalf of you, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.
- 25.2. The Company will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your Financial Instruments.
- 25.3. In case the Company incurs any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a mean for these Services to be performed to you as these are agreed in this Agreement or in relation to the potential disposal of your Financial Instruments, you are fully liable for these losses/expenses/liabilities/claims whereas the Company bears absolutely no responsibility and it is therefore your responsibility to indemnify the Company for the aforementioned.
- 25.4. The Company shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the bank where the Company's bank account is maintained.

- 25.5. The Company shall not be held liable for any damage(s) caused to you as a result of any technical error, glitch in the system, malfunction of the Trading Platform or any other system malfunction either the Company's or third parties.
- 25.6. The Company shall not be held liable for any damage(s) caused to you as a result of any scheduled downtime of the Trading Platform, maintenance of the Trading Platform or any other system updates and/or changes either by the Company or third parties.
- 25.7. The Company shall not be held liable for the loss of Financial Instruments and your funds in cases where your assets are kept by a third party such as a bank, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by you, of any change in the said information.
- 25.8. The Company makes every effort to ensure that the banks and institutions to which your funds and/or Financial Instruments are deposited are of good standing and reputation. However, the Company shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.
- 25.9. The Company being a member of the Investors Compensation Fund (the "Fund") provides you with the security of receiving compensation from the Fund, for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfil its obligations regardless of whether that obligation arises from a breach of applicable law or regulations, the Agreement or from any wrongdoing by the Company. By accepting the Agreement, you have read, understood and accepted the information under the title "INVESTOR COMPENSATION FUND POLICY" as this information is loaded on the Company's main public website and available for all Clients. Payments under the Investor Compensation Fund in respect of investments are defined as the lower of EUR 20,000 or 90% of the cumulative covered claims of the covered Client.
- 25.10. Without prejudice to any other terms of this Agreement, the Company will not be liable for: (a) Systems errors (Company's or service providers); (b) Delays; (c) Viruses; (d) Unauthorized use; (e) For any act taken by or on the instruction of a Market, clearing house or regulatory body.
- 25.11. The Company shall not be liable to you for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, 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 the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.
- 25.12. Neither the Company nor its directors, officers, employees, or agents 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 under this Agreement (including any Transaction or where the Company has declined to enter into a proposed Transaction). In no circumstance, shall the Company have any liability for losses suffered by you or any third party 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.
- 25.13. You shall pay to the Company such sums as it may from time to time require in or towards satisfaction of any debit balance on any of your accounts with the Company and, on a full indemnity basis, any losses,

liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on a Market or 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) or by the enforcement of the Company's rights.

25.14. You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.

26. CLIENT ACKNOWLEDGEMENT AND RISK CONSENTS

26.1. The Client unreservedly acknowledges and accepts the following:

- a) Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his funds and any additional commissions and other expenses to keep his positions open.
- b) CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements.
- c) Trading on an electronic Trading Platform carries risks, the risks and warnings are stated on the "Risks Disclosure Statement", found on the Company's website.

26.2. The Client agrees and understands that:

- a) He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
- b) no interest shall be due on the funds that the Company holds in the Client's Account.
- c) when trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset, trading does not occur on a Regulated Market but Over-The-Counter (OTC).

26.3. The Client consents to the provision of the information of the Agreement by means of a Website.

26.4. The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website.

27. DURATION OF THE AGREEMENT

27.1. This Agreement shall be valid for an indefinite time period until its termination by the Company or you, or both. This Agreement is considered valid upon the Client's first deposit with the Company.

27.2. The Agreement may be amended as follows:

- Unilaterally by the Company if such amendment is necessary following an amendment of the law or if CySEC or any other regulatory authority issues decisions or binding directives which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in

writing or per electronic mail or through its main webpage and your consent shall not be required for any such amendment.

- Unilaterally by the Company, and without any notification to the Client, if such amendment is of a non-material nature and does not materially affect your account, open transactions or your funds held by us. Any material changes that may significantly impact your funds, your Account, your transactions and/or your profit/potential profit, will be notified to you prior to the change taking place, either via email or through the Company's website. Any changes to the Agreement will not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. In case you disagree with the changes, you may terminate the Agreement in accordance with the Terms and Conditions described therein.
- In cases where the amendment of the Agreement is not required by any change in the legal framework, the Company shall notify you of the relevant amendment through its main webpage and/or via email. If objections arise, you may terminate the Agreement within 7 (seven) days from the notification by sending a registered letter and on the condition that all pending Transactions on behalf of you shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that you consent and/or accept the content of the amendment.

28. IMPROPER OR ABUSIVE TRADING AND/OR UNAUTHORIZED ACTIVITIES

- 28.1. The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the Trading Platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, Clients acknowledge and accept that price misquotations are likely to occur from time to time.
- 28.2. Should the Clients execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping') the Company shall consider this as unacceptable behavior. Should the Company determine, at its sole discretion and in good faith, that any of the Clients and/or of his/her representative trading on his/her behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that any Client is committing any other improper or abusive trading act such as for example: (1) orders placed based on manipulated prices as a result of system errors or system malfunctions; (2) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or (3) fraud/illegal actions that led to the transaction;(4) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates; the Company may act in any one of the options detailed below at Sections 28.3 and 37.
- 28.3. You agree not to attempt to abuse the Trading Platforms to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading and time manipulation. In the event that the Company has reasonable suspicion that you have been abusing or attempting to abuse the Trading Platform in any way, the Company may at its sole discretion: (a) block your Access Codes; and/or (b) obtain from Clients' Accounts any historic trading profits that they have gained through such abuse of liquidity as determined by the Company at any time during our trading relationship; and/or (c) reject an order or to cancel a trade; and/or (d) cancel or reserve any transaction; and/or (e) retain any funds held by the Client profited from such abuse; and/or (f) terminate our trading relationship with immediate effect.

- 28.4. Clients agree and acknowledge that they will not use our products and services for any Unauthorized Activity. “Unauthorized Activity” means any act, including but not limited to money laundering, arbitrage, or trading on off market quotes or any other activity involving the purchase of the Financial Instruments on one market for the immediate resale on another market in order to profit from a price discrepancy or price error.
- 28.5. The Company has, and will continue to develop, any tools necessary to identify fraudulent and/or unlawful access and use of our Trading Platform.

29. PROHIBITED AND UNLAWFUL TRADING TECHNIQUES

- 29.1. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantages 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.
- 29.2. The Company reserves the right, not to permit the abusive exploitation of Arbitrage on its Trading Platform and/or in connection with its services.

30. CHANGES IN THE MARKET CONDITION

- 30.1. The Company shall have no obligation to contact you to offer advice in regard to the appropriate action in light of changes in market conditions or otherwise. Clients agree and acknowledge that trading in Over-The-Counter Market Contract for Differences – CFDs is highly speculative and volatile and that, following execution of any transaction, Clients 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.

31. FINANCIAL CHARGES

- 31.1. A daily financing charge may apply to each Forex or CFDs open position at the closing of the Company’s trading day as regards to each such Forex or CFD open position. If such financing charge is applicable, it will either be requested to be paid by Client directly to the Company or it will be paid by the Company to Client, depending on the type of FX/CFD and the nature of the position Client holds. The method of calculation of the financing charge varies according to the type of FX/CFD to which it applies. The financing charge will be credited or debited (as appropriate) to Client’s account on the next trading day following the day to which it relates.
- 31.2. The trading day ends at 23:59:59 GMT. Rollovers fees are applied between 00:00 And 00:05 GMT.
- 31.3. The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of FX/CFDs to which the financing charge applies. For certain types of FX/CFDs, a commission is payable by Client to open and close FX/CFD positions. Such commission payable will be debited from Client’s account at the same time as the Company opens or closes the relevant FX/CFD. Changes in our swap interest rates and calculations shall be at our own discretion and without notice. Clients need to always check information for the current rates charged. Information concerning the swap rates for each Financial Instrument is displayed on the Trading Platform as well as in the Contract Specifications section of the website. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc.) and due to various risk related matters that are at the Company’s sole discretion.
- 31.4. Any open FX/CFD transaction held by Client at the end of the trading day as determined by the Company or over the weekend, shall automatically be rolled over to the next business day to avoid an automatic close

and physical settlement of the transaction. Client acknowledges that when rolling over such transactions to the next business day, a premium may be either added or subtracted from Client's account with respect to such transaction. Information concerning the swap rates for each Instrument is displayed in the "details" link for each specific Financial Instrument on the Trading Platform

- 31.5. Financing Fee/Rollover Fee: is charged daily. In case where any spot forex transaction or spot CFD transaction is not closed-out by the client prior to 9:00pm GMT on the business day such spot transactions are entered into, the Company will automatically rollover such spot transactions and charge the applicable fee. The size of rollover fee is specified for each instrument on the contract specifications available on our website.

32. EXPIRY TRANSACTIONS, SPREAD AND ROLLOVER

- 32.1. Expiry dates in CFDs trades linked to the market price of a certain base asset, including the market price of future contracts shall be handled as follows: A few days prior to the expiration date of the base asset to which the CFD is linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.
- 32.2. For certain Financial Instruments on our Trading Platform that are based on CFDs, we may, in our sole and absolute discretion, set an expiry date and time for a specific Financial Instrument. Information concerning the expiration date for each Financial Instrument is displayed on the Trading Platform.
- 32.3. In the event we set an expiry date for a specific Financial Instrument, it will be displayed on the Trading Platform in the details link for each specific Financial Instrument. You acknowledge that it is your responsibility to make yourself aware of the expiry date and time for each of your Financial Instruments.
- 32.4. If you do not close an open Transaction with respect to a Financial Instrument which has an expiry date, prior to such expiry date, the Transaction shall automatically close upon the expiry date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable expiry date and time for each such Financial Instrument.
- 32.5. Spreads: the difference between the buy price (rate) and the sell price (rate) of the financial instrument at the same moment. The spread is dynamic and may be a factor influencing the liquidity in the external markets and the competitor pricing. Further details in regard to the spreads applicable for each financial instrument are specified on our contract specifications available on the website.

33. TYPES OF ORDERS

- 33.1. Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or, as limit and stop orders to trade when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with the Company's "Order Execution Policy" and are not guaranteed executable at the specified price or amount, unless explicitly stated by the Company for the specific order.

34. GENERAL TERMS OF USE

- 34.1. The Client hereby acknowledges and agrees that the Company may, in its sole discretion, add, remove or suspend from the Trading Platform, any Financial Instrument, on any type of underlying asset or market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, nationalization, de-listing, etc.) or if no Client Positions are held in a particular Financial Instrument at that time. Additionally, in the event we are no longer able to continue to provide a Financial Instrument in its existing format, we reserve the right, in our sole discretion, to amend the content or terms of such Financial Instrument including its expiry date, trading hours or any other parameters in the Financial Instrument details tab by providing you with notice.

35. AFFILIATES

- 35.1. In cases where the Client is introduced to the Company through a third person (“**Affiliate**”), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Affiliate in cases where the Affiliate has acted outside his defined scope.
- 35.2. The Company is not bound by any separate agreements entered into between the Client and the Introducer.
- 35.3. The Client acknowledges and confirms that his agreement or relationship with the Affiliate may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Affiliate.

36. ACCOUNT STATUS

- 36.1. Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, de-listings, etc.). Depending on the circumstances of each event, our policy is to close out any Client open Positions at the market price immediately prior to the event taking place. As a result of such event, if any Financial Instrument becomes subject to an adjustment as the result of a takeover or transformation action, we shall determine the appropriate adjustment to be made to the contract price or contract quantity as we consider appropriate to account for the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you immediately prior to the action.

37. TERMINATION

- 37.1. The Client shall have a period of 14 (fourteen) calendar days to withdraw from the contract without penalty and without giving any reason in accordance with the provisions of the Distance Marketing of Consumer Financial Services Law N242(I)/2004. The period for withdrawal shall begin either from the day of the conclusion of the distance contract, where the time limit will begin from the time when the consumer is informed that the distance contract has been concluded, or from the day on which the Client received the contractual terms and conditions and the information in accordance with Sections 9(1) or (2) of law N242(I)/2004, if that is later than the date referred to in the first indent.
- 37.2. You have the right to terminate the Agreement by giving the Company at least 7 (seven) days written notice, specifying the date of such termination, on the condition that in the case of such termination, all Client’s Open Positions shall be closed by the date of termination without derogating from all the provisions aforementioned therein, including charges, fees and penalties.
- 37.3. The Company may terminate the Agreement by giving you 7 (seven) days written notice, specifying the date of termination therein.

- 37.4. The Company may terminate the Agreement immediately, without giving you any notice, in the following cases:
- Death of the Client;
 - In case of a decision of bankruptcy or winding up on your part taken through a meeting or through the submission of an application for the aforementioned;
 - Termination is required by any competent regulatory authority or body;
 - You violate any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented on your behalf;
 - You violate any law or regulation to which you are subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
 - You involve the Company directly or indirectly in any type of fraud; or
 - An Event of Default, as defined in Section 37.7 of this Agreement, occurs.
- 37.5. The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination, and in the case of termination, you shall pay:
- Any pending fee of the Company and any other amount payable to the Company;
 - Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement; and
 - Any damages which arose during the arrangement or settlement of your pending obligations.
- 37.6. In case of breach by you of this Agreement the Company reserves the right to reverse all previous transactions which place the Company's interests and/or all or any of its Clients' interests at risk before terminating the Agreement.
- 37.7. The following shall constitute an **"Event of Default"** the occurrence of which the Company shall be authorized to exercise its rights in accordance with the paragraph below:
- The failure of you to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been provided to you by the Company.
 - The commencement by a third party of procedures seeking your bankruptcy (in case of natural person) or your insolvency or other similar voluntary case of liquidation (in case of legal person) under the applicable laws or any other similar proceedings which are analogous to those pre-mentioned in relation to you.
 - You take advantage of delays which occurred in the prices and placing of Orders at outdated prices, trades at off-market prices and/or outside operating hours, or you perform any other action that constitutes improper trading.
 - Death of the Client or Client becoming an unsound mind person (if natural person).
 - Any representation or warranty made or given or deemed made or given by you under this Agreement 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.
 - Any other situation where the Company reasonably considers it necessary or desirable for its own protection or any action is taken, or event occurs which the Company considers that might have a material adverse effect upon your ability to perform any of its obligations under this Agreement.

- 37.8. On the occurrence of an Event of Default the Company shall be entitled to take, in its absolute discretion, any of the following actions at any time and without giving prior notice to you:
- Instead of returning your investments equivalent to those credited to your Account, to pay you the fair market value of such investments at the time the Company exercises such right, and/or
 - To sell such of your investments as are in the Company's possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as the Company may in its absolute discretion select, and/or upon such terms as the Company may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder, and/or
 - To close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at the Company's sole discretion, the Company considers necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of your contracts, positions or commitments, and/or
 - To treat any or all Transactions then outstanding as having been repudiated by the Client, in which event the Company's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.
- 37.9. The Company reserves the right to consider your trading account as closed and therefore terminate the Agreement, if there is no balance and any activity for 120 consecutive days. In the event that you would like to reestablish your business relation with the Company, please note that (inter alia) you will have to accept the Company's T&C, undergo through the Company's registration procedure together with all the required identification and all internal Company's checks as described in this Agreement.

38. ACKNOWLEDGEMENT OF RISKS

- 38.1. It shall be noted that due to market conditions and fluctuations, the value of Financial Instruments may increase or decrease, or may even be reduced to zero. Regardless of the information the Company may provide to you, you agree and acknowledge the possibility of these cases occurring.
- 38.2. You are aware and acknowledge that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of Financial Instruments) through the Company and the Company's Trading Platform and you accept that you are willing to undertake this risk upon entering into this business relationship.
- 38.3. You declare that you have read, understood and unreservedly accepted the following:
- Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. Historical data are not and should not be considered as reflective of the future returns of any Financial Instrument.
 - In cases of Financial Instruments traded in currencies other than the currency of your country of residence, you are running the risk of a change in the exchange rate that will decrease the value and price of the Financial Instruments and in effect their performance.
 - You must be aware that you are running the risk of losing all of your funds invested and must only purchase Financial Instruments if you are willing to do so. Further, all expenses and commissions incurred will be payable by you.

- 38.4. The maximum loss that may be incurred by any Client is the amount of money paid by them to the Company including rolling fees for day trade deals.
- 38.5. Each Financial Instrument purchased by a Client via the Company's website is an individual Agreement made between that Client and the Company, and is not transferable, negotiable or assignable to or with any third party.

39. CONFIDENTIAL INFORMATION

- 39.1. The Company does not have any obligation to disclose to you any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of you, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force.
- 39.2. The Company will never disclose any private or otherwise confidential information in regards to our Clients and former Clients to third parties without the express, written consent of our Clients, except in such specific cases in which disclosure is a requirement under law, or is otherwise necessary in order to perform verification analysis on the Client's identity for the purposes of safeguarding their account and securing their personal information.
- 39.3. The Company will handle all your personal data according to the relevant Laws and Regulations for the protection of Personal Data.
- 39.4. With reference to the improvement of the international tax compliance with the common reporting standard (CRS) for the automatic exchange of financial account information developed by the Global Forum of the Organization for Economic Co-Operation and Development (OECD) the Republic of Cyprus has signed the Multilateral Competent Authority Agreement for the automatic exchange of financial information of financial accounts.
- 39.5. Subsequently, in order for the Company to comply with the common reporting standard (CRS), in the case where your tax residence is located outside Cyprus, the Company may be legally obliged to pass on the information and other financial information with respect to your financial accounts to Cyprus tax authorities and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.
- 39.6. The Client shall be responsible to provide accurate information for CRS purposes and the Company shall not be held liable if any misleading and/or false information will be reported to the tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.
- 39.7. Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by you under the Agreement shall be in writing and shall be sent to the Company's mailing address as indicated in the Company's website or to any other address which the Company may from time to time specify to you for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.
- 39.8. The Company reserves the right to specify any other way of communication with you.
- 39.9. You acknowledge that the Company might record telephone conversations between you and the Company using a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be the Company's sole property and accepted by you as evidence of the Orders or instructions given.

40. PERSONAL DATA

- 40.1. When collecting, processing and storing the personal data that you provide to us we shall at all times comply with the Processing of Personal Data Law 125(I)2018 and , as amended, of the Republic of Cyprus (“**Data Processing Law**”) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Under the requirements of this law the Company is the Controller of the personal data.
- 40.2. The Client agrees to the fact that the Personal Data may be stored and processed in a jurisdiction within or outside the European Economic Area which may not benefit from the same level of protection as in the EU. Such data may also be accessed/processed by staff operating outside the EU who works for us and may be involved in the processing of your payments and/or provision of support services.
- 40.3. When you register for services provided by us you are requested to provide personal data which is then processed to create or modify your profile as well as for verification purposes. The Personal Data provided by you is processed by the Company and/or its authorized third parties to perform services covered by this Agreement and the Company’s PRIVACY POLICY. In particular, the Personal Data may be used:
- To provide to you the services under the provisions of this Agreement;
 - To perform the appropriateness assessment (Investor’s Questionnaire);
 - To comply with anti-money laundering and other regulatory requirements;
 - To detect and prevent fraud; and
 - To be able to provide you with any marketing material that could be of your interest.
- 40.4. The collected Personal Data is kept in the Company’s records for a period of 5 (five) years as per the regulatory requirements of the Cyprus Securities and Exchange Commission and/or for 7 (seven) years for VAT purposes. Your rights under the Data Processing Law and specifically your right to access, modify and opt-out from the processing of the Personal Data that you provide to us are further presented in the Company’s PRIVACY POLICY.
- 40.5. The Company will collect, use, store, process and handle Personal Data of the Client, as per its Privacy Policy available on the Company’s website, as amended from time to time and in accordance with the EU General Data Protection Regulation (Regulation EU 2016/679) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of Personal Data and on the free movement of such data.
- 40.6. The Company may collect Personal Data directly from the Client through the use of its services and website and app, the account opening applications, our demo sign up forms, and from information provided in the course of ongoing customer service correspondence or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions and the providers of registers and other third party associates. The Company may ask for other personal information from time to time (for example, through market research, surveys or special offers).
- 40.7. Client Personal information which the Company holds is to be treated by the Company as confidential and private and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, maintaining our IT systems, including administrative and client management systems, complying with any requirement of the law and/or regulation and/or of any competent authority and as provided for under the Privacy Policy. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

- 40.8. The Company shall disclose Personal Data for the purposes described in above to other companies within the same Group of Companies, service providers, marketing companies, business partners, other financial institutions such as payment services providers and banks and third-parties, anyone authorized by the Client or to successors or assignees or transferees or buyers (as the case might be). The Company endeavors to disclose to these third parties only the minimum Personal Data that is required to perform their contractual and/or legal and/or regulatory obligations and will only process such personal data on the Company's instructions and such parties are subject to a duty of confidentiality.
- 40.9. The Company has put in place appropriate security measures to prevent such personal data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed. In addition, the Company will limit access to such personal data to those employees, agents, contractors and other third parties who have a business need to know.
- 40.10. The Company will process Client's Personal Data for the purposes mentioned herein on the lawful basis that (i) the processing is necessary for the performance of Client Company contractual obligations and in order to take steps prior to entering into the business relationship with the Client, (ii) the processing is necessary for the compliance with the Company's legal and regulatory obligations, (iii) the processing is necessary for the purpose of the Company's legitimate interests (subject to the individual's fundamental rights and freedoms overriding such interests).
- 40.11. At any point while the Company is in possession of or processing Client Personal Data, the Client (the "data subject"), have the right to request from the Company access to and rectification or erasure of Personal Data or restriction of processing concerning him/her or to object to processing and to withdraw his/her consent (where applicable) by notifying the Company in writing as well as the right to data portability and the right to lodge a complaint as outlined in the Company's Privacy Policy.
- 40.12. Under Applicable Regulations, the Company will keep records containing Client Personal Data, trading information, account opening documents, communications and anything else which relates to the Client for at least five (5) years after termination of the Agreement. The Company may keep Client's Personal Data longer if we have a legitimate interest and/or if for legal, regulatory or technical reasons we cannot delete it.
- 40.13. The Client agrees that processing and storage of Personal Data provided to the Company may be carried out in or from any jurisdiction within or outside of the EEA including in or to countries or territories which do not offer the same level of protection of personal information as is enjoyed with the EU.
- 40.14. Further details of how the Company processes Personal Data including among other our lawful basis of processing Personal Data, rights of the data subject and principles and information in respect of transfer of Personal Data are specified in the Company's Privacy Policy as amended from time to time and available on the Company's website.
- 40.15. The Company has appointed a Data Protection Officer to, among other, oversee and monitor the Company's compliance under applicable data protection laws and to act as the Company's point of contact for the Commissioner in Cyprus. You may contact the Company's Data Protection Officer by email on dpo@gcb.com.cy or via post at the Company's Business Address at 28th October 2020, 359 Neapoli, 3107, WorldTrade Center, 1st Floor Limassol Cyprus.
- 40.16. Further, the Client understands and hereby acknowledges that the Company rely on the Personal Data provided to the Company in carrying out its obligations under the law and this Agreement and the Client

undertakes to provide the Company with updated information as to his/her Personal Data provided such that the Personal Data being provided to remain current and accurate.

41. ASSIGNMENT

- 41.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least ten (10) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, re-organisation of the Company, upcoming winding up of the Company, lapse or cancellation or expected cancellation of the CIF license of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.
- 41.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation Personal Data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing at least ten (10) Business Days prior Written Notice to the Client.
- 41.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without prior written consent of the Company.

42. COMPLAINTS PROCEDURE

- 42.1. The Company is obliged to put in place internal procedures for handling complaints fairly and promptly. You may submit a complaint to the Company via email at support@t1markets.com and in accordance with the Complaints Handling Policy posted on the Company's website. The Company will send you a written acknowledgement of its complaint promptly following receipt, enclosing details of the Company's complaints handling procedures, including when and how you may be able to refer its complaint to CySEC which is the relevant regulatory body. You are advised to contact the Company if you would like further details regarding its complaints handling policy.
- 42.2. It is also hereby stated that any complaint submitted through a legal representative of the Client and not the Client himself but be accompanied by a valid and duly notarized Power of Attorney authorizing the legal representative to act on behalf of the Client. The Company may refuse to share any information with any legal representative unless a valid and duly notarized Power of Attorney has been provided.

43. CONFLICT OF INTEREST

- 43.1. Under applicable Regulations the Company is required to have arrangements in place to manage conflicts of interest between the Company and its Clients, and between the Clients themselves. The Company will make all reasonable efforts to avoid conflicts of interest, and when they cannot be avoided the Company shall ensure that you are treated fairly and at the highest level of integrity and that your interests are always protected. For your own benefit, you are recommended to read our "Conflicts of Interest Policy" available on the Company's website.

44. GENERAL PROVISIONS

- 44.1. You acknowledge that no representations were made to you by or on behalf of the Company which have in any way incited or persuaded you to enter into the Agreement.

- 44.2. In case any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.
- 44.3. All Transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the “Laws and Regulations”) of CySEC, the Central Bank of Cyprus and any other authorities which govern the operation of the Investment Firms (as defined in such Laws and Regulations), as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for you.
- 44.4. You shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.
- 44.5. You further acknowledge that you have understood and accepted the Company’s PRIVACY POLICY by accepting this Agreement.
- 44.6. The location of detailed information regarding the execution and conditions for the Transactions in Financial Instruments conducted by the Company and other information regarding the activity of the Company are accessible and addressed to any natural persons and legal entities at the Company’s Website over the Internet.
- 44.7. The provisions of the Terms and Conditions and/or any other policies and/or any other content included in the official website of General Capital Brokers Ltd expressed in the English language shall prevail over the provisions of any other translation of the same documents in whichever language the potential translation might be.
- 44.8. Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and vice versa, unless the context clearly indicates otherwise.

45. APPLICABLE LAW, JURISDICTION

- 45.1. This Agreement and all transactional relations between you and the Company are governed by the Laws of the Republic of Cyprus and the District Court of the district in which the Company’s headquarters are located shall have exclusive jurisdiction for the settlement of any dispute which may arise between the Parties.

46. LEGAL DOCUMENTATION

- 46.1. As part of the legal framework requirements and the efforts to maintain transparency, the Client may view all of the Company’s internal policies and procedures confirming our commitment to our traders.