KLEIS EU LIMITED

CLIENTS AGREEMENT

KLEIS EU LTD, is a limited company registered in Cyprus under company number HE433552, and is authorized and regulated by the Cyprus Securities and Exchange Commission with License No 436/23. Its registered office is at 254 Archiepiskopou Leontiou I, Maximos Court A , 7th Floor , 3020 Limassol, Cyprus.
Risk Warning: Please note that trading in forex and other leveraged products may involve a significant level of risk and is not suitable for all investors. Before undertaking any such transactions, you should ensure that you fully understand the risks involved and seek independent advice if necessary.

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TERMS AND CONDITIONS

Kleis Eu Ltd is a financial services company incorporated and registered under the laws of the Republic of Cyprus under Certificate of Registration HE433552, having its registered office at 254 Archiepiskopou Leontiou I, Maximos Court A, 7th Floor, 3020 Limassol, Cyprus. (hereinafter the "**Company**"), having been granted a license from the Cyprus Securities and Exchange Commission (hereinafter the "**CySEC**") (license No.436/23) to provide the Investment Services covered by this Agreement, through its electronic system via the Internet (hereinafter the "**Trading Platform**").

The Cyprus Securities and Exchange Commission regulates KLEIS EU LTD under **Law 87(I)/2017,** which implemented 'MiFID II' in Cyprus law and which provides for the provision of Investment Services, the exercise of Investment Activities, the Operation of Regulated Markets and other related matters, and Regulation (EU) 600/2014 (MiFIR), as the same may be modified and amended from time to time.

The Company will offer Investment Services (hereinafter the "**Services**") strictly under the following Terms and Conditions, which may be amended after proper notice has been given to the counter party (hereinafter the "**Client**"), at the absolute discretion of the Company, subject to the provisions of paragraph 12 below.

The Client has read, understood and accepted all information, conditions, and terms set out on the Company's website www.keytotrading.com (hereinafter the "**Main Website**"), which are open to all to be reviewed and examined by the public and which includes essential legal Information. The Company reserves the right to register and operate other websites for marketing and promotional purposes to specific countries containing information and disclosures to clients and prospective clients in any language, including languages other than the English language. The Client accepts and understands that the Company's language of communication is the English language. The Client should always read and refer to the Main Website for all information and disclosures about the Company and its activities.

By accepting and agreeing to the terms and conditions of this Agreement and opening a Trading Account, the Client acknowledges the following terms and conditions. After that and (i) subject to the Company's final approval and (ii) upon the Client's funding of his account, as per paragraph 12.1, the Client enters into a legal and binding agreement with the Company.

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

By accepting the current Agreement, you confirm that you can agree to receive information, including any amendments to the present agreement, either via email or through this website.

DEFINITIONS

Access Codes – the username and password given by the Company to the Client for accessing the Company's electronic systems.
Agreement – these Terms and Conditions for the Services offered by the Company.
Balance – the sum held on behalf of the Client on its Client Account within any period of time.
Balance Currency – the monetary unit or denomination in which the Client's Account balances, commission fees and payments are nominated and calculated.
Base Currency – This shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.
Client Account or Trading Account – the particular personal account for internal calculation and client deposits, opened by the Company in Client's name. The Agreement may use the word Trading Account or Client Account interchangeably, which all have the same meaning.
Close Position - deal of purchase (sale) covered by the contract's opposite sale (buy).
Contract Specifications – each lot size and all necessary trading information concerning spreads, and margin requirements, as determined in the Company's Main Website.
Equity – provided part of the Client's Account, including open positions which are tied to the balance and floating (Profit/Loss) by the following formula: Balance + Profit - Loss. These are the Client's Account funds reduced by the current loss on the open positions and increased by the current profit on the open positions.
Financial Markets – international financial markets in which currency and other financial assets exchange rates are determined in multi-party trade.
Financial Instruments – any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation.
Floating Profit/Loss – unrealized profit (loss) of open positions at current prices of the underlying currencies, contracts or stocks, equity indices, precious metals or any other commodities available for trading.
Free Margin – funds not used as the guarantee to open positions, calculated as Free Margin = Equity – Margin
Lot – a unit measuring the transaction amount, equalling 100.000 of Base Currency (e.g. 1 lot = 100.000 of Base Currency).
Initial Margin – Initial Margin shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.
Margin Level – index characterizing the account, calculated as Equity/Margin.
Open Position – deal of purchase (sale) not covered by the contract's opposite sale (buy).
Operating (Trading) Time of the Company – period of time within a business week, where the trading terminal of the Company provides the opportunity for trading operations. The Company reserves the right to alter this period of time as fit upon notification to the Client.

Spread – the difference between the purchase price ASK (rate) and the sale price BID (rate) at the exact moment.
Stop–out level – such condition of account when the open positions are forcedly closed by the Company at current prices.
Transaction – any transaction effected in the Client's Trading Account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, and Transfers between other accounts which belong to the Client or an authorized representative.
Scalping shall mean the situation where the Client opens too many positions in CFDs simultaneously and closes them for less than five minutes or buying at the Bid price and selling at the Ask price to gain the Bid/Ask difference.
Slippage shall mean the difference between the expected price of a Transaction in a CFD, FX or other derivative contract and Option and the price the Transaction is executed. When an Order is presented for execution, the specific price requested by the Client may not be available; therefore, the Order will be executed close to, or several pips away from the Client's requested price. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Slippage often occurs during periods of higher volatility (for example, due to news events), making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.
Swap for FX and CFD trading shall mean the interest added or deducted for holding a position open overnight.
Business Day shall mean any day other than a Saturday or a Sunday, the 25th of December, the 1st of January or any other Cyprus or international holiday.
Expert Advisor shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company's Trading Platform. It can be programmed to alert the Client of a trading opportunity. It can also trade its Trading Account, automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, Trailing Stops and take profit levels.
Trading Account shall mean the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client, the balance of the Client money and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found on the Website.
Trading Platform shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates the trading activity of the Client in FX and CFDs and other derivative contracts and options via the Trading Account.

PROVISION OF SERVICES

Table 1 below illustrates the current licence information of the Company.
The Services to be provided by the Company to the Client are the following:

7.1 Investment Services

1. Reception and transmission of orders in relation to one or more financial instruments
2. Execution of orders on behalf of clients.

7.2 Ancillary Services

1. Safekeeping and administration of Financial Instruments for clients' accounts, including custodianship and related services such as cash/collateral management.
2. Granting credits or loans to an investor allows him to carry out a transaction in one or more financial instruments, where the firm granting the loan, or the credit is involved in that transaction.
3. Foreign exchange services where these are connected to the provision of investment services.
4. Investment Research where these are connected to the provision of investment services.

7.3 Financial Instruments

The Company shall be offering the above investment services regarding:

1. Transferable securities;
2. Money-market instruments;
3. Units in collective investment undertakings;
4. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, emission allowances or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
5. Options, futures, swaps, forwards 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 other than by reason of default or other termination event;
6. 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, a MTF, or an OTF, except for wholesale energy products traded on an OTF that must be physically settled;
7. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point f) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments;
8. Derivative instruments for the transfer of credit risk;
9. Financial contracts for differences;
10. Options, futures, swaps, forward-rate agreements and any other derivative contracts relating to climatic variables, freight rates 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 other than by reason of default or other termination event, as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market, OTF, or an MTF;

Table 1 – Company Licence Information (based on the Third Appendix of the Law)

		Investment services and activities								Ancillary services						
		1	2	3	4	5	6	7	8	1	2	3	4	5	6	7
Financial Instruments	1			-	-	-	-	-	-			-			-	-
	2			-	-	-	-	-	-			-			-	-
	3			-	-	-	-	-	-			-			-	-
	4			-	-	-	-	-	-			-			-	-
	5			-	-	-	-	-	-			-			-	-
	6			-	-	-	-	-	-			-			-	-
	7			-	-	-	-	-	-			-			-	-
	8			-	-	-	-	-	-			-			-	-
	9			-	-	-	-	-	-			-			-	-
	10			-	-	-	-	-	-			-			-	-

Investment services and activities

1) Reception and transmission of orders in relation to one or more financial instruments.
2) Execution of orders on behalf of clients.

Ancillary services

1) Safekeeping and administration of financial instruments for the account of clients, including custodianship and related services such as cash/collateral management.
2) Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
4) Foreign exchange services where these are connected to the provision of investment services.
5) Investment Research where these are connected to the provision of investment services.

Financial Instruments

1) Transferable securities.
2) Money-market instruments.
3) Units in collective investment undertakings.
4) 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.
5) 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).

6) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF).
7) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that can be physically settled not otherwise mentioned in point 6 of Part III 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 recognised clearing houses or are subject to regular margin calls.
8) Derivative instruments for the transfer of credit risk.
9) Financial contracts for differences.
10) 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 because by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations and measures not otherwise mentioned in this Part, 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 recognised clearing houses or are subject to regular margin calls.

The Company's licence profile can be found at Link

The Company reserves the right to offer the Financial Instruments on any underlying security it considers appropriate so long as it can do so under its license from CySEC. The Company's Platform will be the primary means of presenting the underlying security on which the Company will offer the Financial Instrument and the Contract Specification for all and each of them. The Company reserves the right to modify the Main Website at any time upon written notice given to the Client of these modifications, and the Client agrees to continue to be bound by this agreement and the modified Contract Specifications.

The Client must note that the offering of CFDs, Forex, options, swaps, forward rate agreements and other derivative contracts on various underlying financial and other assets may not be legal in some jurisdictions. The Client understands and accepts that the Company is unable to provide any legal advice or assurances regarding the Client's use of the services offered, and the Company makes no representations whatsoever as to the legality of the services provided in the Client's jurisdiction. The Company's services are not available where they are illegal to use, and the Company reserves the right to refuse and/or cancel services to any client at its discretion. For the avoidance of doubt, the ability to access the Company's website does not necessarily mean that the Company's services and/or the Client's activities through it are legal under the laws, regulations or directives relevant to the Client's country of residency.

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

The Client agrees and acknowledges that he is solely responsible for any investment strategy, transaction or investment, the composition of any account and taxation consequences. He shall not rely for these purposes on the Company. The Client further acknowledges and understands

that the Company shall bear no responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, the composition of any account and/or taxation consequences.

The Client agrees and acknowledges that trading in CFDs, Forex, options and other derivative contracts is inherently risky. Any losses made through trading are at the Client's own risk and the Company will bear no responsibility for any damages or losses. The Client acknowledges that non-disposable income should never be used for online trading.

The Client is informed that for any Orders placed with the Company, the Company acts as an agent and not as a principal on the Client's behalf; therefore, the Company's sole Execution Venue for the execution of the Client's orders for financial instruments is the Liquidity providers as per RTS28 Regulatory Technical Standards updated at least yearly. However, the Client agrees that the Company may mitigate the risk associated with the transactions conduced with the Client and receive coverage for such transactions from a company in the group of companies of which the Company is a member.

The Company's operating hours are from Monday 00.00.01 EET (Eastern European Time) through Friday 23.59.59 EET. It should be noted that trading of certain financial instruments occurs during specific timeframes. Therefore, the client is responsible for regularly visiting the Fees and specifications on the company's website for such instruments for further details before trading.

By accepting these terms and conditions accepts, the Client acknowledges that he has read, understood, and accepted all the information contained in the Company's "**ORDER EXECUTION POLICY**". The Order Execution Policy is included on the Company's Main Website and publicly available to all Clients.

CLIENT CLASSIFICATION

The Company shall, in its dealings with the Client, apply the rules of professional conduct which govern the Company's relationship with Retail Clients. If, however, a Professional Client wishes, he can also be treated as a non-professional and therefore enjoy a higher level of protection. It is the Client's responsibility, considered to be a professional client, to ask in writing for a higher level of protection when it deems it is unable to assess or manage the risks appropriately involved. The final decision for changing the Client's classification will be at the discretion of the Company.

The Client is bound by the categorisation method, which is explained thoroughly in the Company's "**CLIENT CATEGORISATION POLICY**", which can be found on the Company's Main Website under the title "Client Categorisation Policy". By accepting these terms and conditions, the Client agrees with the application of the client categorisation method as contained in the "Client Categorisation Policy".

We shall treat you as a Retail Client for the CySEC Rules and the Applicable Regulations. Accordingly, you have the right to request a different categorisation method as is explained under the Client Categorisation Policy found on the Company's Website. However, suppose you request a different categorization, and the Company agrees to such categorization. In that case, you accept that the level of protection that CySEC Regulations and other Applicable Regulations afford may differ.

It is understood that we have the right to review the Client's Categorisation and change your Categorisation if this is deemed necessary (subject to Applicable Regulations). You accept that when categorising you and dealing with you, the Company will rely on the accuracy, completeness and correctness of the information provided by you in your Account Registration Form and the Financial Suitability Questionnaire (Client's Questionnaire). You have the responsibility to immediately notify us in writing if such information changes at any time after that.

VERIFICATION DOCUMENTS

The client agrees to provide the company with the standard KYC documentation required in order to open an account. Upon initial evaluation and based on the risk assessment of the client the company might require additional documentation to be provided.

Retail client with non-face to face identification require minimum the following:

1. Proof of Identify (Passport) A document that provides the following information a. Passport Number, Issuing date and country and clients birth date.
2. Proof of Address (Utility Bill) The production of a recent (up to 6 months) utility bill, local authority tax bill or a bank statement.

ASSURANCES, GUARANTEES AND COVERAGE

The Client states, affirms and guarantees that:

- Whatever money is handed over to the Company by the Client belongs exclusively to the Client; it is free of any lien, charge, pledge and any other encumbrance. Further, whatever money is handed over to the Company by the Client is not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.
- He acts for himself and not as a representative or a trustee of any third person unless he has produced, to the satisfaction of the Company, a document and/or power of attorney enabling him to act as representative and/or trustee of any third person.

The Client agrees and understands that the Company reserves the right to refund/send back to the remitter (or beneficial owner) any amounts received under paragraph above, after having such proof as it considers adequate at its absolute discretion that these amounts are direct or

indirect proceeds of any illegal act and/or omission and/or product of any criminal activity and/or belonging to a third party. The Client further consents and acknowledges that the Company may reverse any or all types of previous transactions performed by the Client in his Trading Account and that the Company may terminate the Agreement under paragraph 15 hereof. The Company reserves the right to take any legal action against the Client to cover and indemnify itself upon such an event. It may claim any damages caused to the Company by the Client due to such an event.

The Client understands and accepts that all transactions concerning trade in any of the Financial Instruments listed in paragraph 4 above will be performed only through the Trading Platform provided by the Company, and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

The Client guarantees the authenticity and validity of any document handed over by the Client to the Company.

ELECTRONIC TRADING

7.1 Access Codes

By accepting this Agreement, the Client is entitled to apply for Access Codes within the Company's electronic systems and/ or Trading platform to be able to give orders for the purchase or sale of Financial Instruments and to be able to trade in general on the Trading Platform with and through the Company, through a compatible Personal Computer, smartphone, set-top-box, or any other similar device of the Client that is connected to the Internet or other network communications protocol (e.g. WAP). The Client acknowledges and understands that the Company reserves the right, at its absolute discretion, to terminate the Client's access to the Company's Trading Platform, or part of it, to ensure the effective and efficient operation of its systems and to protect its interests and the interests of its clients. In such cases, the Company may close any or all Trading Accounts of the Client under paragraph 14.

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

The Client agrees not to use the Trading Platform in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers at its own discretion as inappropriate and outside the scope of this Agreement. This includes using software, hardware, or other forms of technology to manipulate the platform via automated trading or any other method. In such a case, the Company reserves the right, at its sole discretion, to reverse all related Client's trades and/or close any Open Positions of the Client and/or close any or all Trading Accounts of the Client and/or terminate this Agreement immediately under paragraph 14.

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

The Client undertakes to notify the Company immediately if it comes to his attention that an unauthorised third party, is using his Access Codes.

The Client acknowledges that the Company may elect to execute (take action based on) Orders only using our trading platform (transmitted to the Company using electronic means other than those Orders transmitted to the Company using the predetermined electronic means, such as the Platform, and the Company shall have no liability towards the Client for failing to take action based on such Orders)

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

The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data when the above are transmitted between the Client and the Company or any other party using the Platform.

The Company is not an Internet Service Provider nor is responsible for any power cuts or failures that prevent the use of the system and/or the Platform and cannot fulfil any of its obligations under this Agreement because of network connection or electricity failures. The Company reserves the right to decline any verbal instruction in cases where the Company is not satisfied with the caller's/Client's identity, in cases where the request is complicated or in cases where the quality of the line is poor. The Company further reserves the right to ask the Client to execute positions only by using their own codes via the online Trading Platform.

To use the Trading Platform and our Services, you must register with us by providing personal details, including identity documents, as Registration Data. After you fill in and submit the Account Opening Application Form and all the required identification documentation and Registration Data required by us for our own internal checks, we will send you a notice informing you whether you have been accepted as a Client of the Company. It is understood that we are not to be required (and may be unable under Applicable Regulations) to accept a person as our client until all documentation we require has been received by us, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been duly

satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept Clients residing in certain countries.

You will not rely on us to comply with your record-keeping obligations, although records may be made available to you on request at our absolute discretion. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer.

7.2 License and Use of the Trading Platform

The Trading Platform is not intended for distribution to or use by, any person:

- who is under the age of 18 years old and/or not of legal competence or sound mind;
- Who resides in any country where such distribution or use would be contrary to local law or regulation; The Trading Platform and any other service provided by us are not available to persons living in any country where FX and CFD or other derivative contracts for the trading activity or services would be contrary to local law or regulation. It is your responsibility to ascertain the terms of and comply with any local law or regulation to which you are subject;
- who is a citizen or resident of some jurisdictions such as the United States of America, Australia, Israel, Japan, Belgium or Canada as the Company does not accept Clients from these countries; or
- who is an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate

Without derogating from the above, we reserve the right, acting reasonably, to suspend and/or refuse access to and use of the Trading Platform to anyone in our sole and absolute discretion.

You acknowledge that we may provide the Trading Platform to other parties and agree that nothing herein will be deemed or construed to prevent us from providing such services.

Subject to the terms and conditions of this Agreement, we at this moment grant you a personal, limited, non-exclusive, revocable, non-transferable and non-sub-licensable license to install and/or use the Trading Platform in object code only, solely for your personal use and benefit following the terms of this Agreement.

Suppose any third-party software is included within or embedded in the Trading Platform. In that case, such embedded third-party software shall be provided subject to the terms of this Agreement which apply to the Trading Platform. You shall fully comply with the terms of any Third-Party Licenses that we provide to you from time to time. We provide no express or implied warranty, indemnity or support for the Third-Party Licenses and will have no liability.

We reserve any and all rights to the Trading Platform not expressly granted to you by this Agreement. The Trading Platform is licensed to you by us and not sold to you. The Trading Platform, all copies and any derivative work thereof (by whoever created), the associated

goodwill, copyrights, trademarks, logos, know-how, patents, and intellectual property rights are and shall remain owned solely by the Company or our licensors. Except for the license expressly granted to you under this paragraph, no other license, right, or interest in any goodwill, trademark, copyright, logo, know-how, patent, service mark or other Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

You shall take all reasonable steps to:

- procure and maintain in proper working order, throughout the term of this Agreement and at your own expense, the hardware, operating environment (including operating system software), backup means and infrastructure necessary for the installation, operation and maintenance of the Trading Platform (including without limitation uninterruptible power systems and electrical back-up devices);
- prevent any virus infections, security breaches, and other disabling events from damaging the Trading Platform due to your actions or omissions;
- Implement and plan to operate and maintain appropriate protection concerning the security and control of access to your computer, computer viruses or other similarly harmful or inappropriate materials, devices, information or data.

Please inform us in writing if you encounter any problems with the Trading Platform or suggestions for modifications, design changes, and improvements. We shall have the right, but not the obligation, to modify the Trading Platform based on your suggestions. Any modifications, design changes and improvements made to the Trading Platform based on your feedback shall be the undisputed sole property of the Company.

We will deliver the Trading Platform with reasonable skill and care.

From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any of the Trading Platform without liability under this Agreement and if we do so, we shall use reasonable endeavours to replace any part of the Trading Platform with an equivalent where practicable.

We have the right to shut down the Trading Platform at any time for maintenance purposes without prior notice to the Client, but this will be done only at weekends. In these cases, the Trading Platform will be inaccessible.

We make no express or implied representation or warranty:

- that the Trading Platform will be available for access all the time, or at any time on a continuous, uninterrupted basis (access to the Trading Platform may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades);
- as to the operation, quality or functionality of the Trading Platform;
- that the Trading Platform will be free of errors or defects; and
- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties, including where such results in loss of or corruption to your data

or other property. We will not be liable for any data lost or any equipment or software replaced by you due to the use of the Trading Platform.

The client:

- may only use the Trading Platform for so long as you are authorized to do so;
- may not use the Trading Platform for any purpose other than for the purpose for which it has been provided under this Agreement; and
- are responsible for the use of the Trading Platform (including the Account Credentials) by you.

You agree not to:

- use the Trading Platform for illegal or inappropriate purposes;
- (Nor attempt to) interfere with or disrupt the proper operation of our software, hardware, systems or networks, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, Trojan horses, worms, spyware or other malicious content;
- attempt to gain unauthorized access to our computer system or the computer system(s) of any other user, or to parts of the Trading Platform to which you do not have access rights or attempt to reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform;
- take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded;
- convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
- carry out any commercial business on the Trading Platform;
- knowingly or negligently upload or download files that contain software or other material protected by copyright, trademarks, patents or other intellectual property rights (or by rights of confidentiality or privacy of publicity, where applicable) unless you own or control the rights thereto or have received all necessary consents;
- falsify the origin or source of any content or other material;
- use any software, which applies artificial intelligence analysis to the Company's systems and/or Trading Platform;
- intercept, monitor, damage or modify any communication which is not intended for him;
- use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;
- send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations;
- do anything that will or may violate the integrity of the Company computer system or Trading Platform or cause such system(s) to malfunction or stop their operation;

- do any action that could potentially allow the irregular or unauthorised access or use of the Platform; or
- unlawfully log into the Trading Platform and execute an order to buy or sell a Financial Instrument from a location or IP address originating from a region or jurisdiction where it is not allowed for regulatory reasons.

You shall not be entitled to download, save or copy the Trading Platform.

Should we reasonably suspect that you have violated the terms of this agreement, we are entitled to take one or more of the countermeasures Events of Default.

7.3 Account Credentials and Security

If we accept you as our Client, we shall open a Trading Account in your name, which will allow you to place Orders on our Trading Platform. It is agreed and understood that the Company offers different types of Trading Accounts, which have different margin Requirements and characteristics.

To access the Trading Account, you will be asked to enter your Account Credentials issued by us to you, which are confidential and shall be used solely by you.

The Client is:

- are responsible for ensuring that your Account Credentials remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your authorised representative and making sure that a third party is not provided access to your computer for example via using team viewer to turn on control on your compute;
- must notify us immediately if you become aware that your Account Credentials have in any way become compromised or if any third party may be able to access the Trading Platform; and
- You agree that we do not have to establish the authority of anyone quoting your Trading Account number or Account Credentials. However, the use of your Account Credentials by any third party is expressly prohibited.

If we believe that there is likely to be a security breach, we may require you to change your Account Credentials or suspend your access to the Trading Platform. We reserve the right to edit, amend or issue you with new Account Credentials or require a change of your Account Credentials at any time by giving notice to you.

You are responsible for ensuring that you alone control access to your Account Credentials and that no minor or other person is granted access to the Trading Platform using your Account Credentials. You acknowledge that you are ultimately and solely responsible for all actions on the Trading Platform through your Registration Data, including any unauthorised disclosure of your Account Credentials.

You undertake to immediately notify us, first orally and then in writing, if you become aware of any loss, theft or use by any other person or entity other than you of any of your Registration Data, including your Account Credentials. We will then take steps to prevent any further use of such Account Credentials and issue replacement Account Credentials. You will be unable to place any Orders until you receive your replacement Account Credentials.

If we are informed from a reliable source that unauthorised third parties may have received your Account Credentials, we may, at our discretion without having an obligation to you, deactivate the Client Account.

You acknowledge that we bear no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data and Account Credentials, when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of the Trading Platform through your Account Credentials.

7.4 Intellectual Property

You acknowledge that we or our licensors own all Intellectual Property Rights in the Trading Platform.

The Client shall not:

- Copy, record, edit, alter or translate any of the Trading Platform or any part of the Trading Platform. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the Trading Platform;
- reverse engineer, disassemble or otherwise attempt to derive source code for the Trading Platform in whole or in part except to the extent expressly permitted by law; and
- In any manner, damage or impair any of our Intellectual Property Rights and shall use your best efforts to protect our Intellectual Property Rights from infringement by third parties.

The Trading Platform, all copies and any derivative work thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Trading Platform are and shall remain owned solely by us or our licensors. Except for the license granted in paragraph 3 of this Client Agreement, no other license, right, or interest in any goodwill or Intellectual Property Right in the Trading Platform or any part or derivative work thereof is granted or conveyed to you.

Unless expressly permitted in this Agreement, you shall not:

- assign, sublicense, transfer, pledge, lease, rent, distribute or share the Trading Platform or any rights thereto under the Client Agreements;
- separate any component of the Trading Platform, or separately use any component thereof on any equipment, machinery, hardware or system whatsoever;
- decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform or any parts thereof;
- remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform;
- develop methods to enable unauthorized parties to use the Trading Platform;
- attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Trading Platform by any means whatsoever;
- provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Trading Platform for the benefit of third parties;
- work around any technical limitations in the Trading Platform, or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform;
- use similar processes and functions to develop competing features or functions with the Trading Platform;
- use the Trading Platform or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation;
- Permit or encourage any third party to do any of the preceding.

The client agrees and undertakes to:

- notify us of any changes to your personal and financial information and/or in your financial condition by emailing support@keytotrading.com
- provide valid, accurate, current and complete Registration Data as prompted by the registration process.
- maintain and promptly update the Registration Data to keep it accurate, current, and complete by emailing any changes to support@keytotrading.com and
- ensure that you log out from your Trading Account at the end of each session on the Website.
- We may carry out credit and other checks from time to time as we deem appropriate. Your Registration Data or additional information may be used in the prevention of money laundering and the management of your account. You authorize us to use your Registration Data and other information to perform the above checks concerning your application process.
- If we become aware of any illegal activity, impropriety in the Registration Data or failure of any due diligence requirement, we may freeze your account. Should such an event occur, we may not be in a position to release funds and may not be able to carry out subsequent instructions from you.

Once logged onto the Trading Platform using your Account Credentials, you authorize us to rely upon any information or instructions outlined in any data transmission using your Registration Data without further investigation or inquiry, regardless of the actual identity of the individual transmitting the same. Without limitation of the preceding, we have no responsibility for inaccurate transmissions or not received by us. We may execute any Transaction on the terms received by us.

ORDERS - INSTRUCTIONS

In case of an Order received by the Company by any means other than through the Trading Platform, the Order will not be processed.

The Company reserves the right, at its discretion, to reject all requests received except those received through the Online Trading Platform.

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

Once the Client's instructions or Orders are given to the Company; they cannot be revoked.

The transaction (opening or closing a position) is executed at the "BID" / "ASK" prices or "CALL" / "PUT" offered to the Client. The Client chooses the position he wishes to take and requests to receive a transaction confirmation from the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process, the price may change, and the Company has the right to offer the Client a new price. If the Company provides the Client with a new price, the Client can either accept the new price and execute the transaction, or refuse the new price, thus cancelling the execution of the transaction.

Telephone conversations between the Client and the Company may be recorded and kept by the Company, and recordings will be the sole property of the Company.

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

- OPEN – to open a position;
- CLOSE – to close an Open Position;

- To add, remove, and edit Orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Put, Call, and Closed. Any other Orders are unavailable and are automatically rejected. The Open or Closed Position confirmed cannot be cancelled by the Client.

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

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

The Client acknowledges and agrees that the Company has the right to close any transaction, at its sole and absolute discretion, without providing prior notice to the Client, if the underlying asset or contract on which the transaction is based settles on an expiry date as determined by the relevant Financial Market, a reasonable time before such Expiry Date (such time referred to as "**Closing Time**" and the relevant expiring transaction referred to as an "**Expiring Transaction**"). The Company shall indicate the Closing Time for each asset in the relevant Contract Specifications. The Company will not be obligated to roll over an Open Position in an Expiring Transaction.

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

The Company reserves the right to change the opening/closing price (rate) and/or size and/or a number of the related transaction (and/or the level and size of any Sell Limit, Buy Limit, Sell Stop, Buy Stop order) if any Financial Instrument becomes subject to possible adjustment as the result of any event set out in paragraph 6.12. below (hereinafter the "**Corporate Event**"). This operation is applied exclusively to securities and intends to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event. All actions of the Company arising from such adjustments are conclusive and binding upon the Client. The Company shall inform the Client of any adjustment as soon as reasonably practicable.

While a client has any Open Positions on the ex-dividend day for any Financial Instrument, the Company reserves the right to close such positions at the last price of the previous trading day and open the equivalent volume of the Financial Instrument at the first available price on the ex-

dividend day. In this case, the Company has to inform the Client by internal mail within the trading terminal about the possibility of such actions not later than the trading session's closing before the ex-dividend day.

"**Corporate Events**" are the declarations by the issuer of the equity on which the Financial Instrument is based, including without limitation with respect to the terms of any of the following:

- a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or free distribution of shares to existing shareholders by way of a bonus, capitalization or similar issue;
- an allocation to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;
- any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.

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

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

Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop, on Financial Instruments are executed at the price declared by the Client on the first current price touched. The Company reserves the right not to execute the Order or change the opening (or closing as the case may be) price of the transaction in case of a technical failure in the Trading Platform, the quotes feed, or other technical failures.

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

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

At a Margin level of 50% “fifty”, the Company will automatically close all positions at the price offered by the Company at the current time.

The Client agrees and realizes that all conversations/communications between the Client and the Company can be recorded on magnetic, electronic or other means. The Client further agrees that the Company has the right to use these records as evidence in the event that any dispute arises between the Company and the Client.

The Company reserves the right to not accept/refuse and not offer the execution of transactions on behalf of the Client ordered via telephone, fax, email or any other method.

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

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

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

The Company has the right at its discretion to increase or decrease spreads on Financial Instruments depending on market conditions.

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

The Company is not responsible for any delay in transferring funds to the Client's trading account on the online trading platform. The Company reserves the right to use, add, amend, accept and/or cancel any agreement regarding the deposit method offered to the Client of transferring funds to the Company's client account, at its discretion at any given time. Deposits to the Company's client account are accepted only if the Company is satisfied with the information provided by the client and is in accordance with the Company's policy and relevant regulations and directives issued by authorities. The Company has the right to refuse/reject to accept deposits on the Company's client account at its own discretion.

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

REFUSAL TO EXECUTE ORDERS

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

- Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments; constitutes abusive exploitation of privileged, confidential information (insider trading); contributes to the legalization of proceeds from illegal acts or activities (money laundering); and/or affects or may affect in any manner the reliability or smooth operation of the electronic Trading Platform;
- Whenever the Order concerns the purchase of any Financial Instrument, but there are no available cleared funds deposited with the Company and/or in the Bank Account (as in paragraph 10 below) to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Trading Platform. In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations that may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Bank Account.

The Company is not obliged to give reasons or notice as to the reasons for suspending, declining or cancelling the Client's orders or instructions. Moreover, in the event that the Company does decide to suspend or cancel an instruction, such cancellation will not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.

The Client declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company acting concerning paragraph 7.1. above.

SETTLEMENT OF TRANSACTIONS

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

A statement of Account will be provided by the Company via the Trading Platform to the Client monthly, within five (5) working days from the end of the previous month. In case no transactions were concluded in the past month, the Client is deemed to have lost his right to be informed. Any confirmation or proof for any act or statement of account or certification issued by the Company in relation to any transaction or other matter shall be final and binding on the Client unless the Client has any objection with regard to such statement of account or certification and the said objection is filed in writing and received by the Company within two (2) working days from the receipt or the deemed date of receipt of any statement of account or certification.

In the case where the Client can have an online statement for his account on a continuous basis, then the Company is considered as having fulfilled its obligations under paragraph 8.2, and any objections of the Client shall be valid only if received by the company in writing within two (2) working days from the transaction under complaint.

CLIENT ACCOUNTS

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

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

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

The Company retains a right of set-off and may, at its discretion, from time to time and without the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company and/or merge any accounts of the Client with the

Company. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to any rights other than those set out herein or to any credit facilities.

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

Money transfer (withdrawal from Trading Account) is achieved within three (3) banking days after receiving a withdrawal request instruction from the Client. Then the transferring amount reduces the balance of the Client's account on the day the withdrawal request is processed. The Company reserves the right to decline a withdrawal request if the request is not in accordance with paragraph 9.9 below or delay the processing of the request if the not satisfied complete documentation of the Client.

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

The Client agrees that any amounts sent by the Client or on the Client's behalf in the Bank Accounts will be deposited to the Client's 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. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's Trading Account; otherwise, the Company reserves the right to refund/send back the net amount received to the remitter by the same method as received.

Withdrawals should be made using the same method used by the Client to fund his Trading Account and to the same remitter. However, the Company reserves the right to decline a withdrawal with a specific payment method and suggest another payment method where the Client needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Clients' withdrawal request. If the Company is not satisfied with any documentation provided by the Client, the Company may reverse the withdrawal transaction and deposit the amount back to the Client's Trading Account. The amount of withdrawal per credit card is only allowable for an equal amount of money deposited per credit card or less. More significant amounts must be wire-transferred to a bank account.

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

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

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

Inactive accounts for a set period of at least ninety (90) calendar days, we will regard your accounts to be Dormant. An account shall be deemed dormant from the last day of the ninety (90) calendar days in which there has been no activity (trading/withdrawals/deposits) in the account. Any pending orders may be deleted from dormant accounts. The dormant account will be charged a monthly dormant fee of Euro 10 (ten euros) or the full amount of the free balance in the account if the free balance is less than Euro 10 (ten euros). There will be no charge if the free balance in the account is 0 (zero). Accounts with zero balance will be archived after ninety (90) calendar days.

COMPANY FEES

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

The Client shall pay the Company immediately when so requested by the latter and the Company is entitled to debit the account of the Client with any value-added tax or any other tax, contribution or charge which may be payable as a result of any transaction which concerns the Client or any act or action of the Company under the Agreement (excepting taxes payable by the Company in relation to the Company's income or profits).

The Company shall have a lien on all the amounts deposited in the accounts stated in paragraph 10 above and on statements of Financial Instruments of the Client, to the extent that there remain amounts due by the Client to the Company. Before the exercise of the said right, which does not require the Client's consent, the Company shall give the Client notice stating its intention to exercise the lien, and the deadline upon the expiry of which the Company shall exercise the said right.

In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the accounts of the Client stated in paragraph 10 above with the said amount and/or liquidate in the name of the Client any of the Client's Financial Instruments in view of covering the aforementioned amount.

The Company reserves the right to amend at its discretion all such commissions, costs and financing fees. All information relating to the aforementioned amendments will be available on the Main Website, which the Client must review during the period the Client is dealing with the Company and especially before placing any orders with the Company. Accordingly, the Client is deemed to have seen, reviewed and considered the Company's commission, costs and financing fees and any changes that the company may make thereto from time to time.

COMPANY LIABILITY

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

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

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

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

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

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

The Company being a member of the Investor Compensation Fund (the "**Fund**") provides the Client with the extra security of receiving compensation from the Fund for any claims arising from the malfunction on behalf of the Company or if the Company fails to fulfil its obligations regardless of whether that obligation arises from a breach of applicable law or regulations, the Agreement or any wrongdoing by the Company. By accepting the Agreement, the Client has read, understood and accepted the information under the title "**INVESTOR COMPENSATION FUND NOTICE**" as this information is loaded on the Company's Main Website public and available for all Clients.

DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

This Agreement shall take effect upon the first funding of the Client's account, provided that the Company has sent the Client written confirmation for his acceptance. It shall be valid for an indefinite period until its termination under the provisions of paragraph 14 (Termination).

The Agreement may be amended in the following cases:

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

TERMINATION

The Client has the right to terminate the Agreement by giving the Company at least seven (7) days' written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Client's Open Positions shall be closed by the date of termination.

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

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

The Company may terminate the Agreement immediately without giving seven (7) days' notice in the following case:

- Death of the Client;
- If any application is made or any order is issued, a meeting is convened, a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken;
- Any competent regulatory authority or body requires such termination;
- The Client violates any provision of the Agreement, and in the Company's opinion, the Agreement cannot be implemented;
- The Client violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements. In case of breach by the Client 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.
- The Client involves the Company directly or indirectly in any type of fraud. In case of breach by the Client 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.

The termination of the Agreement shall not, in any case, affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client 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;
- Any damages which arise during the arrangement or settlement of pending obligations.

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

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

Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable, including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

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

- the Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current prices;
- the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
- the Company will be entitled to refuse to accept new Orders from the Client;
- the Company will be entitled to refuse the Client to withdraw money from the Trading Account, and the Company reserves the right to keep the Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

Upon Termination, any or all of the following may apply:

- The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- The Company has the right to close the Trading Account(s);
- The Company has the right to convert any currency in the Trading Accounts;
- The Company has the right to close out the Client's Open Positions;
- In the absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian also to pay any applicable amounts. Such funds shall be delivered in accordance with the Client's Instructions to the Client. It is understood that the Company will affect payments only to an account in the Client's name. The Company has the right to refuse, at its discretion, to effect third-party payments. In the event that the Client fails to provide instructions or the Client cannot be reached at his last known address, the Company shall forward such funds (at its sole discretion) directly to his bank account as notified to us or by way of a check sent by mail to the address recorded in his Registration Data. It is the Client's responsibility to update his Registration Data, the company has no liability towards the Client for any lost money.

ACKNOWLEDGEMENTS OF RISKS

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

The Client unreservedly acknowledges and accepts that he runs a significant risk of incurring losses and damages due to the purchase and/or sale of any Financial Instrument via the Company and through the Trading Platform and accepts and declares that he is willing to undertake this risk.

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

- Information on the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may negatively affect its value, price, and performance.
- A Financial Instrument on foreign markets may entail risks different from the markets' usual risks in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- The Client must not purchase Financial Instruments unless he is willing to undertake the risks of losing entirely the money which he has invested, and he will also be liable for any additional commissions and other expenses incurred.

The Client acknowledges and accepts that there may be other risks that are not contained in this paragraph 29 and that he has read and accepted all information under the title "**RISK WARNINGS NOTICE**". This information is loaded on the Company's Main Website; it is public and available to all Clients.

RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT

The Company reserves the right to use, employ or appoint thirdly qualified and duly trained persons to mediate in the execution of orders and the conclusion of transactions for the Client.

The Company declares that it takes all necessary measures, where possible, to anticipate or solve any conflicts of interest between, on the one hand, itself and its associated persons and Clients and its Clients. However, the Company draws the Client's attention to the following possibilities of a conflict of interest.

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

- Enter itself into an agreement with the Client to execute his Order;
- Be an issuer of the underlying assets and/or future contract on which the Financial Instruments on which the Client wishes to conclude a transaction are based;
- Act on its behalf and/or for another Client as purchaser and/or seller and/or may have an interest in the underlying assets and/or future contract on which the Financial Instruments of the issuer in which the Client wishes to conclude a transaction is based;
- Act as an agent and/or have any trading or other relationship with any issuer of the underlying assets and/or future contract on which the Financial Instrument is based;
- Pay a fee to third persons who either recommended the Client to the Company or who mediated in any way so that the Client's Orders are forwarded to the Company for execution.

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

The Company may mitigate the risk associated with the Client's transactions with, and obtain coverage for such risk from, any company which is a member of the group of companies to which the Company belongs.

Client warrants that he has read and accepts the "**CONFLICTS OF INTEREST POLICY**" that the Company has adopted. This policy is uploaded and is mentioned in detail on the Company's Main Website public and available to all Clients.

PRIVACY POLICY

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

Client has read and accepts the terms of the "**Privacy and Personal Data Protection Policy**" that the Company has adopted as this policy is mentioned in detail in the Company's Main Website public and available to all Clients.

You acknowledge that by entering into this Agreement and opening a trading account with us, and using our Online Trading Facility, you will be providing us with personal data within the meaning of the General Data Protection Regulation (679/2016) when it enters into force, or any other similar applicable law/ regulation as may be in force from time to time. You provide your consent to us to process all such information for the purposes of complying with our legal obligations, performing our contractual obligations and administering the relationship between

you and us. You acknowledge and agree that this may result in your personal information being sent outside the European Economic Area ("EEA"). You consent to us processing and disclosing such information in accordance with this Agreement and our Privacy and Personal Data Protection Policy as published on our website(s), as this may be updated from time to time.

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

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

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

- Assess and process your application for the opening of a trading account
- Carry out our contractual obligations under this agreement
- Administer and carry out our everyday business activities and dealings with you concerning your trading accounts(s)
- Compile statistical analysis of the pages of our online trading facility visited
- Monitor and analyses our business
- Participate in fraud/crime and money laundering prevention, legal and regulatory compliance
- Market and develop other products and services
- Transfer any of our rights or obligations under these this Agreement and
- Process clients' Personal Data for other related purposes.

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

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

You directly provide us with most of the information we collect. You do this by filling out the electronic form(s) (including, without limitation, the Account Opening Application Form(s)) that we post on our Online Trading Facility and by voluntarily providing us with other required

documents. Additionally, you provide us with Information we indirectly collect may include logging your Internet Protocol (IP) address, software configuration, operating system and use of Cookies; Cookies are small files containing information that a website uses to track its visitors, which may be sent from us to your computer and sometimes back. Cookies ultimately help us improve your navigation and ease of use of our Online Trading Facility. We may set and access Cookies on your computer, enabling us to learn which advertisements and promotions bring users to our Online Trading Facility. We may use cookies in connection with any of our products and/or Services and track your activities on our Online Trading Facility. We may use cookies in connection with any of our products and/or Services and track your activities on our Online Trading Facility. Such information that we collect and share would be anonymous and not personally identifiable.

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

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

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

Given the above, your personal information may be processed by staff operating outside the EEA who work for us or one of our processors. Such staff may be, among others, engaged in fulfilling your requests, processing your payment details and providing support services. By submitting your personal data, you agree to this transfer, storing and processing. The Company will take all

steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy and Personal Data Protection Policy.

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

- Sharing Information with our Associates: We may share personal information described above with our Associates for business purposes, such as but not limited to, servicing client's Accounts and informing clients about new products and services, or to aid in the trading activity of our company, its affiliates, or employees, and as permitted by applicable law. Our Associates may include companies controlled or owned by us and companies that have an ownership interest in our company. The information we share with affiliates may include any of the information described above, such as your name, address, trading experience and account information. Our Associates are committed to maintaining the privacy of your information to the same extent we do in accordance with the provisions set forth herein and, in our Privacy, and Personal Data Protection Policy.
- Sharing Information with Third Parties: We do not disclose your personal information to third parties, except as described herein. Third-party disclosures made by us in accordance herewith may include sharing such information with non-affiliated companies that perform support services for your Account or facilitate your Transactions and/or Contacts with us, including those that provide professional, legal, or accounting advice to us or that are acting on behalf of us to investigate your credit sanding. Non-affiliated companies that assist us in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and use your personal information only to provide such services and only for the purposes that we dictate. We may also disclose your personal information to third parties to fulfil your instructions or according to your express consent. We want you to know that we will not sell your personal information.
- Regulatory Disclosure: Under limited circumstances, we may disclose your personal information to third parties as permitted by, or required to comply with, Applicable Laws, Rules and/or Regulations in the jurisdiction of which you are a citizen or a permanent resident, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, and/or of the jurisdiction in which we are organized and/or is performing the Services provided hereunder. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas o other official requests and as necessary to protect our rights or property. Except as described herein, we will not use your personal information for any other purpose unless we describe how such information will be used when you disclose it to us or we obtain your permission.

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

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

By submitting the Application Form to us, you agree to be bound by the terms of our Privacy and Personal Data Protection Policy as set out on our website, including authorising us to contact you by email, telephone or post to give you information about carefully selected products or services offered by us, that are similar or related to products or services provided or previously provided to you. You consent to us using your data for this purpose for the period you have an Account with us and after you close the Account for a period of five (5) years. If you do not wish to receive such information, then you may click on the “unsubscribe” button on any of our emails. Alternatively, please inform us in writing at support@keytotrading.com.

Your telephone conversations, emails, internet conversations (chat), meetings and other communications with us, our Associates and /or Third-Party Providers will be recorded/maintained by us for security purposes, compliance with the applicable laws and regulations, training purposes, as well as to maintain and improve the quality of our services. Any recordings shall remain our sole property and shall be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be securely destroyed in accordance with our everyday practice. Consequently, you should not rely on such recordings to be available.

We protect your Information by using data security technology and using tools such as firewalls and data encryption. We use Secure Socket Layer (“SSL”) encryption technology to protect certain information you submit. This type of technology protects you from having your information intercepted by anyone other than us while it is being transmitted to us. We work hard to ensure that our Online Trading Facility is secure and that they meet industry standards. We also use other safeguards such as firewalls, authentication systems (e.g. passwords and personal identification numbers) and access control mechanisms to control unauthorised access to systems and data. We also require that you use your personal Access Codes (personal

username and password) every time you access your account online. We restrict access to Information at our offices so that only officers and /or employees who need to know the Information have access to it.

Please note that we reserve the right to amend, revise, modify, and/or change our Privacy and Personal Data Protection Policy(ies) at any time. Should we decide to make any changes to our Privacy and Personal Data Protection Policy(ies), such changes shall be incorporated into our revised Privacy and Personal Data Protection Policy(ies) posted on our Online Trading Facility. We will use reasonable endeavours to contact you and notify you of any change to how we hold, process, or disclose information by posting a notice on our website or sending you an email to your last known email address. If you do not tell us, you object to this change in writing within 60 days of the notice, and you continue to maintain the Account after the expiry of this period of notice, then we will regard you as having agreed to it.

Should you have any questions regarding our Privacy and Personal Data Protection Policy(ies), don't hesitate to get in touch with us at support@keytotrading.com. Please ensure you include your full name and Account number to be able to verify your identity and process your request.

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

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

NOTICES

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

The Company reserves the right to specify any other way of communication with the Client.

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

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

GENERAL PROVISIONS

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

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

In case any provision of the Agreement is or becomes, at any time, illegal void or non - enforceable in any respect, in accordance with 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.

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

in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.

The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all the required documents) so that the Company may duly fulfil its obligations under the Agreement.

The Client undertakes to pay all stamp expenses relating to the Agreement and any documentation required to execute of the transactions under the Agreement.

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

APPLICABLE LAW, JURISDICTION

The Laws of Cyprus govern this Agreement, and all transactional relations between the Client and the Company and the competent court for the settlement of any dispute which may arise between them shall be the Nicosia District Court, Cyprus.

The interpretation, construction, effect, and enforceability of the Client Agreements shall be governed by the Laws of Cyprus, and you and we agree to submit to the exclusive jurisdiction of the Cyprus courts for the determination of disputes. You agree that all transactions carried out on the Trading Platform are governed by Cyprus Laws regardless of the Registered User's location.

All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Cyprus Investment Firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures necessary to ensure compliance with the Applicable Regulations, and the relevant market rules. Any such measures as may be taken shall be binding on the Client.

CLIENT DECLARATION

The Client solemnly declares that:

- They have carefully read and fully understood the entire text of the Agreement, he has had the opportunity to take professional advice on its contents, and he fully and unreservedly agrees with the terms of this Agreement.
- They have read and understood all information provided on the Company's website regarding the Company, the services offered, relevant fees and costs, general risk disclosure, client categorization, investor compensation fund, summary conflict of

interests' policy, order execution policy, general risk disclosure and Privacy and Personal Data Protection Policy and has found all relevant information up to standards.

- They are above 18 years of age, and to the best of their knowledge and belief, the information provided in the client's Questionnaire and any other documentation supplied in connection with the application form is correct, complete and not misleading, and they will inform the Company of any changes to the details or information entered in the client's Questionnaire.
- They accept that the company will act as an agent and not as a principal on the Client's behalf regarding any orders they will place with the Company. The sole Execution Venue for the execution of the Client's Orders for financial instruments is liquidity providers, as mentioned in the RTS28 document (found in the legal section of the website).
- They have chosen the investment amount, considering their entire financial circumstances, which they consider reasonable under such circumstances.
- They are not a citizen or tax resident of the United States of America and do not hold a bank account, utility account, registered address, property, or other immovable assets within the United States of America.

The Client Agreement set out the entire agreement and understanding between the parties regarding the matters dealt with in them. They supersede any previous agreement or arrangement between you and us in relation to their subject matter.

You represent and agree that in entering into the Client Agreement, you do not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to the Client Agreements or not) other than as expressly set out in the Client Agreement.

SEVERABILITY

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

WAIVER

Any failure to exercise or any delay in exercising a right or remedy provided by the Client Agreement will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the Client Agreement terms will not constitute a waiver of any other breach and will not affect the other terms of the Client Agreement.

The rights and remedies provided by the Client Agreement are cumulative and (except as otherwise provided in the Client Agreements) are not exclusive of any rights or remedies provided at law or in equity.

ASSIGNMENT

You may not assign or transfer any of your rights or delegate any of your obligations under the Client Agreements, whether by operation of law or otherwise, either on a permanent or temporary basis, to a third party without our prior written consent.

You acknowledge and agree that we may assign our rights or obligations under the Client Agreements or the entire Agreement to a successor of all or substantially all of our business or assets without prior written consent but subject to providing the previous 15 Business Days Written Notice to you. The Company may sell, transfer or otherwise share some or all of your assets, including among others your Registration Data, personal information and Log Data, in connection with a merger, acquisition, reorganization or sale of all or substantially all of our shares or assets, or in the event of our bankruptcy and may also transfer your client money under the same circumstances.

INTRODUCER

In cases where the Client is introduced to the Company through a third person such as a business introducer or associate network which performs marketing for the Company (both called “Introducer”), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer. It is also made clear that the Introducers are not authorised to bind the Company in any way, offer credit in the Company’s name, offer guarantees against losses, or offer investment services or legal, investment or tax advice in the Company’s name.

The Client acknowledges and confirms that the Company may pay the Introducer a fee. If such fees apply, they will be disclosed to the Client according to Applicable Regulations.

COMPLAINTS AND DISPUTES

If the Client wishes to report a complaint, he should follow the Company’s procedures, which can be found at the company's web site under LEGAL.

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

If the Client is not satisfied with the Company's final decision, it is noted that the Client may have the right to make a complaint at the Cyprus Securities and Exchange Commission.

The Client's right to take legal action remains unaffected by the existence or use of any complaint procedures referred to above.

MULTIPLE ACCOUNT HOLDERS

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

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

INDUCEMENTS AND CONFLICTS OF INTEREST

It is understood that the sole Execution Venue for the execution of Client Orders is done with another entity (the Liquidity Provider). For more details on these commissions, you may contact the Company and the Company hereby undertakes to provide the relevant clarifications.

The Client is hereby informed that the Liquidity Provider is not a member of the same group as the Company. To avoid any possible conflicts of interest, we have in place a "Conflicts of Interest Policy" available on the website for your information.

RISK WARNING

Contracts for Difference (CFDs) available for trading are highly leveraged financial instruments and involve a high level of risk. It is possible that the client loses all his/her invested capital. Therefore, these products may not be suitable for all types of investors, and the client should ensure that he/she has understood the risk involved, and if necessary, the client should seek independent expert advice.

ADVICE AND COMMENTARY

The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice. The Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying

Assets. The Client alone will decide how to handle his Trading Account and place Orders and take relevant decisions based on his own judgment.

The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its website, or provide to subscribers via its website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

- the Company will not be responsible for such information;
- this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- information or as to the tax or legal consequences of any related Transaction;
- 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, the Client agrees that he will not pass it on to any such person or category of persons;
- the Client accepts that prior to dispatch, the Company may have acted upon it to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information simultaneously as other clients.

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

CONFIDENTIALITY

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

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

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

- Where required by law or a court order by a competent Court;
- Where requested by CySEC or any other regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
- To such an extent as reasonably required to execute Orders and for purposes ancillary to the provision of the Services.
- To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. The Company will retain a record of the search;
- To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- To other service providers who create, maintain or process databases (whether electronic or not), offer record-keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or getting in touch with the Client or improve the provision of the Services under this Agreement;
- To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR).
- To other service providers for statistical purposes to improve the Company's marketing, in such a case, the data will be provided in an aggregate form;
- To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided;
- Where necessary for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator Financial Ombudsman or governmental authority;
- At the Client's request or with the Client's consent;
- To an Affiliate of the Company or any other company in the same group of the Company;
- To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for paragraph 38.2 of this Client Agreement.
- The Client accepts and acknowledges that the Company is required to disclose personal information in relation to any US reportable person as per Foreign Account Tax Compliance Act (FATCA) reporting regulations. Accordingly, the Company has undertaken all reasonable steps in relation to maintaining compliance with FATCA and may ask from time to time for additional information from US reportable persons to maintain appropriate records.

You consent to us processing all such information to perform under this Agreement and to administer the relationship between you and us. You agree we may share your personal information with third parties for these purposes, and we may also use the information for analysis and improve our product and services in line with our Privacy and Personal Data Protection Policy found on our Website under LEGAL.

You recognise that you may receive our trade secrets and/or confidential or proprietary information. All information belonging to or relating to us including, without limitation, information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by you as a result of entering into or performing the Client Agreements, which is designated as confidential by us or is otherwise clearly confidential constitutes “confidential information”.

You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under the Client Agreements and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without our prior written consent except as may be required by law or any legal or regulatory authority.

You will use a reasonable degree of care to protect our confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.

You acknowledge that we shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this paragraph, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by you, but shall be in addition to all other remedies available to us at law, in equity, or otherwise.

ADMINISTRATION AND MARKETING

You accept that the Company may, to administer the terms of the Agreement, from time to time, make direct contact with the Client by telephone, email, or post.

You accept that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with you, from time to time, by telephone, fax, email or post for marketing purposes to bring to your attention products or services that may be of interest to you or to conduct market research. If you are a natural person, the Company or its Affiliates shall contact you or marketing purposes only if you have provided your express consent.

CONSENT TO ELECTRONIC TRANSMISSION OF INFORMATION AND REPORTING

You hereby consent to have your Trading Account information and trade confirmations available on the internet in lieu of having such information delivered to you via postal mail or email. You will be able to access your Trading Account information via the Trading Platform using your Account Credentials. Posting of Trading Account information on your terminal will be deemed delivery of confirmation and Trading Account statements. At all times, Trading Account information will include and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margins, amounts available for trading, statements of profit and loss, as well as current open and pending Positions.

Under Applicable Regulations, you have the right at any time to ask for statements to be sent to you via postal mail or email.

You acknowledge that the Trading Platform is independent of any Underlying Markets, and we are under no obligation to quote a particular price or follow the trading rules consistent with such Underlying Markets. You further acknowledge that the triggering of your Order is linked to the prices quoted on the Trading Platform, not the prices quoted elsewhere on the relevant Underlying Markets, and the Company does not guarantee that when executing an Order its price will be more favourable than one which might be available elsewhere. In determining whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction, we will be entitled (but not obliged), in our absolute discretion, to disregard any prices quoted on our Platform during any pre-market, post-market or intra-day auction periods in the relevant Underlying Markets, during any intra-day or other period of suspension in the relevant Underlying Markets, or during any other period that in our reasonable opinion may give rise to short-term price spikes or other distortions. Our prices may differ from the current prices on the relevant Underlying Markets, and you acknowledge that a Transaction may be triggered even though:

- an Underlying Market never traded at the level of your Transaction; or
- the Underlying Market did trade at the level of your Transaction but for such a short period that it would have been impractical to execute an equivalent transaction on the Underlying Markets.

DEPOSITS AND WITHDRAWALS

The Trading Account shall be activated upon the Client depositing the Initial Margin, according to the type of Client Account, as determined by the Company at its discretion from time to time.

The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer, or any other methods accepted by the Company from time to time. The Company will not accept third-party or anonymous payments

in the Client Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on your country of origin as specified in your address and as shall be specified on the Trading Platform. We shall not, and you shall not request us to convert any monies standing to your credit or which have been paid by you into your Trading Account in one currency to another currency. Detailed information about deposit options is shown on the Website.

The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a Client's deposit if the Company is not duly satisfied as to the legality of the source of funds.

If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount received by the Company within one Business Day following the amount is cleared in the Company's bank account.

If the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the Company and request the Company to make a banking investigation of the transfer. The Client agrees that any investigation charges may be deducted from his Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that to perform the investigation, the Client shall have to provide the Company with the requested documents and certificates.

The Company shall affect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within five (5) Business Days, if the following requirements are met:

- the withdrawal instruction includes all necessary information in the Personal Area.
- the instruction is to make a transfer to the originating account (whether that is a bank account or a payment system account) from which the money was initially deposited in the Trading Account or at the Client's request to a bank account belonging to the Client;
- the account where the transfer is to be made belongs to the Client;
- at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction, including all payment charges.
- No Force Majeure event prohibiting the Company from effecting the withdrawal.
- The Client must be fully verified according to Verification guidelines set forth on the Website.

It is agreed and understood that withdrawals would only be affected towards the Client. The Company will not make withdrawals to any other third party or anonymous account.

The manner in which we remit monies to you will be at our absolute discretion. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method, and the Company has the right to suggest an alternative.

All payment and transfer charges of third parties will be borne by the Client, and the Company shall debit the relevant Trading Account for these charges.

Withdrawal fees may apply from time to time depending on the Client or type of Trading Account. The applicable fees may be found on the Company's Website.

Mistakes made by the Company during a transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake, and the Client may have to bear the loss.

We reserve the right to seek reimbursement from you if we receive a charge-back from any credit card issuer or concerning any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means. All bank charges howsoever arising will be deducted from your Trading Account.

As per the provisions of the Prevention and Suppression of Money Laundering Activities Law (the "Money Laundering Law") and the Directive for the Prevention of Money Laundering and Terrorist Financing (the "Money Laundering Directive") issued by the CySEC, although the Company must undertake the verification of identity before the establishment of the business relationship or the carrying out of an occasional transaction, the Company may allow the verification of identity to be completed during the establishment of the business relationship, assuming:

- That this is necessary not to interrupt the normal course of business;
- The risk of money laundering or terrorist financing occurring is low; and
- The relevant procedures, which include (where appropriate) obtaining documents/data from a reliable and independent source, creating the economic profile and carrying out a suitability/appropriateness test, are completed as soon as practicable after the initial contact.

When establishing a business relationship with a client the identity of which has not been verified, the risk may be assessed as low when at least the following are applied by the Company:

- The cumulative amount of deposited funds must not exceed €2,000, irrespective of the number of accounts the client holds with the Company;
- Deposits are only accepted from a bank account (or through other payment means linked to the bank account, e.g. credit card), that is in the name of the client with whom the business relationship has been established;
- The cumulative time in which the verification of identity must be completed must not exceed 15 days from initial contact (initial contact takes place the moment the client

either accepts the terms and conditions or makes his first deposit – whichever comes first);

- Where the verification of identity has not been completed within the 15-day timeframe, the business relationship will be terminated on the date of the deadline's expiry, and all deposited funds (including profits or losses) will be returned to the client in the same account from which they originated, regardless of whether the client requested the return of the funds or not; and

No funds will be withheld, and no accounts will be frozen, except in the event there is a suspicion of money laundering.

Regarding non-face-to-face clients, the Company's practical procedure is to communicate with such clients via video call, provided the video recording and screenshot safeguards apply to the communication. It is provided that a client whose identity was identified hereunder cannot deposit an amount over €2,000 annually, irrespective of the number of accounts that he keeps with the Company unless an additional measure is taken to ascertain his identity. During the internet communication, the Company shall confirm additional aspects of the identity details submitted by the client during the account opening.

The Client acknowledges and gives his explicit consent regarding the application by the Company of the procedure cited in points above.

SAFEGUARDING OF CLIENT MONEY

The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions (within or outside Cyprus or the EEA) such as a credit institution or a bank in a third country. It is understood that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for the safekeeping of Client money but only to effect settlements of payment transactions.

According to Applicable Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution and the arrangements for holding the client's money. The Company considers the expertise and market reputation of such institutions to ensure the protection of the Client's rights and any legal or regulatory requirements or market practices related to the holding of Client money that could adversely affect the Client's rights.

According to Applicable Regulations, for the purposes of safeguarding Client money, the Company:

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

The Company has a duty to and shall exercise due skill, care selecting and monitoring, and diligence in selecting and monitoring the financial institution. However, it is understood that there are circumstances beyond the control of the Company. Hence, the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where the Client's money will be held.

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

The financial institution to which the Company will pass Client money may hold it in an Pool account. Hence, in the event of insolvency or any other analogous proceedings concerning that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account).

The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Trading Account(s) under this Agreement), and the Client waives all right to interest.

The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

The Company is a member of the Investors Compensation Fund (ICF). So, depending on his classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the document with the title Investors Compensation Fund, found on the Company's Website.

RIGHT TO FORCE CLOSE

If the prices quoted on the Trading Platform change such that the total Difference payable by you pursuant to all of your open Transaction equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), or you fail to comply with a request made under this Client Agreement, or if we receive a charge-back from your credit card issuer or with respect to any other payment method for any reason, you acknowledge that we have the right, in our sole discretion, to immediately close any and all of your Open Positions whether at a loss or a profit without any prior notice to you. The exercise of our right to force close your Open Positions will not result in the termination of your Trading Account or this Agreement unless we send you a notice of termination.

We may specify the Trading Platform expiration times and dates for various Underlying Assets traded on the Trading Platform. If the Trading Platform specifies such a time of expiration for an Underlying Asset, you hereby authorize us to close any open Transactions concerning such an Underlying Asset at a price quoted on the Trading Platform at such time.

FORCE MAJEURE

We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following:

- any act, event or occurrence (including without limitation any strike, riot or civil commotion, an act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the FX and CFDs in respect of which we deal on the Trading Platform;
- the suspension or closure of any Underlying Market or the occurrence, abandonment or failure of any Underlying Asset on which we base, or to which we in any way related, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
- the occurrence of an excessive movement in the level of any Transaction and/or Underlying Market or our anticipation (acting reasonably) of the occurrence of such a movement;

- any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
- the failure of any relevant supplier, Financial Institution, intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, Underlying Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

If we determine that a Force Majeure Event exists, we may, in our absolute discretion, without notice and at any time, take one or more of the following steps:

- alter your Margin requirements, which may result in you being required to provide additional Margin;
- close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate.
- suspend or modify the application of all or part of the Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or
- alter the Trading Hours for a particular Transaction.

You agree that we will not be liable in any way to you or any other person in the event of a Force Majeure Event, nor for our actions according to this client agreement if we decide to take such action. The Parties shall be released of all responsibilities for partial or complete non-fulfilment, and for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Client Agreements were concluded.

MARGIN REQUIREMENTS AND MARGIN CALLS

In order to open a position for an Underlying Asset, you undertake to provide the Initial Margin in your Trading Account. To keep a Position Open, you undertake to ensure that the amount in your Trading Account equals or exceeds the Maintenance Margin. Margin Requirements are available on the Platform. You acknowledge that the Margin for each Underlying Asset differs. Deposits into your Trading Account can be made by wire transfer or another payment method, to a bank account, or other location, as we may notify you from time to time. Based on the amount of money you have in your Trading Account; we retain the right to limit the amount and the total number of open Transactions you may wish to open or currently maintain on the Trading Platform. It is understood that each different type of Trading Account offered by us from time to time may have different Margin Requirements.

It is your responsibility to ensure that he understands how Margin Requirements are calculated.

Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client five (5) Business Days Written Notice prior to these amendments. New Margin Requirements shall be applied for new positions. The Company has the right to change Margin requirements without prior notice to the Client in the case of a Force Majeure Event. In this situation, the Company has the right to apply new Margin requirements

to the new positions and the positions already open where this is deemed necessary. All changes shall be affected on the Platform and/or the Website, and the Client is responsible for checking for updates. It is the Client's responsibility to monitor at all times the amount deposited in his Trading Account against the amount of any Margin required under this Agreement and any additional margin that may become necessary.

You are aware and acknowledge that we may, in our sole discretion, require you to take certain actions in your Trading Account pursuant to a Margin Call. A Margin Call may be based upon several factors, including, without limitation, your overall position with us, your account size, the number of open Transactions you have, the volume traded, your trade history and market conditions.

The Company shall not have an obligation to make any Margin Call to the Client but in the event that it does, or in the event that the Trading Platform warns the Client that it reached a certain percentage of the Margin in the Trading Account, the Client should take any or any of the three options, within a short time, to deal with the situation:

- Limit his exposure (close trades); or
- Hedge his positions (open counter positions to the ones he has right now) while re-evaluating the situation; or
- Deposit more money in his Trading Account.

Failure to meet the Margin Requirements at any time or failure to take action under this Client Agreement gives us the right in our sole discretion, to close any and all of your Open Positions, whether at a loss or a profit without further notice to you. It is your responsibility to monitor, at all times, the amount deposited in your Trading Account against the amount of Maintenance Margin required as a result of your trading decisions, and it is understood that the Company has the right to take actions of this paragraph, even if a Margin Call is not made under this Client Agreement.

Margin shall be paid in monetary funds in the Currency of the Client Account.

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

If you have more than one Trading Account with us, each Trading Account will be treated entirely separately. Therefore, any credit on one Trading Account (including amounts deposited as margin) will not discharge your liabilities regarding any other Trading Account. It is your responsibility to ensure the required margin level is in place for each Trading Account separately.

SETTLEMENT, PAYMENTS, COSTS AND TAXES

Upon completing a Transaction:

- You shall be liable for the difference if the Transaction is:

  - a Sell and the closing price of the Transaction is higher than the opening price of the Transaction; or
  - a Buy and the closing price of the Transaction is lower than the opening price of the Transaction.
- You shall receive the Difference if the Transaction is:
  - a Sell and the closing price of the Transaction is lower than the opening price of the Transaction; or
  - a Buy and the closing price of the Transaction is higher than the opening price of the Transaction.

Unless we agree otherwise, all sums for which either Party is liable under this Client Agreement are immediacy payable upon closing the Transaction. You hereby authorise us to debit or credit your Trading Account with the relevant sums at each transaction's closing. It is understood that once you place an order until such Order is executed and the Transaction is closed, the Maintenance Margin shall not be used as collateral and hence shall be unavailable for withdrawal.

You shall be liable for any and all taxes, fees and assessments regarding any Transaction you complete on the Trading Platform. It is your obligation alone to calculate and pay all taxes applicable to you in your country of residence or otherwise arising due to your trading activity from the use of the Trading Platform.

Notwithstanding the above, if required by applicable law, the Company shall deduct at source from any payments due to you such amounts as are required by the tax authorities to be deducted in accordance with applicable law.

It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which you are liable and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for tax due, you agree that we may deduct tax, as may be required by the applicable law, with respect to your trading activity on the Trading Platform. You are aware that we have a right of set-off against any amounts in your Trading Account with respect to such tax deductions, and you hereby authorize us to withdraw amounts from your Trading Account with which to pay such taxes. You shall have no claim against us with regard to such deductions. You further agree that such deductions do not derogate our rights to make Margin Calls under this Agreement.

You undertake to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

It is hereby clarified that in relation to CFD trading, you are required to pay the difference. A Swap fee is also applicable for CFDs trading; in addition, the Company reserves the right to charge Commissions or add fees or charges for opening a Position in CFDs in the future, upon providing

at least one month's prior Written Notice to the Client. Commissions may be charged either in the form of a percentage of the trade's overall value or as fixed amounts.

For Swaps, depending on the position held and the prevailing interest rates of the currency pair involved in a transaction, your Account may be credited or debited through the trading platform on a daily basis. The operation is conducted at 23:59 (Server Time) and the resulting amount is automatically converted into your Balance Currency.

In terms for CFDs of Forex instruments Swaps are charged once for every business day on Mondays, Tuesdays, Thursdays and Fridays (Server Time), and on Wednesday Swaps are charged three times the size in order to account for the weekend. In terms for CFDs of Stocks and Indices Swaps are charged once for every business day From Mondays to Thursdays (Server Time), and on Fridays Swaps are charged three times the size in order to account for the weekend. Further information on Swaps can be found on our website.

INACTIVITY

If any of your trading accounts becomes inactive, e.g. you have no open positions and you have not opened or closed a position for a period of 6 months, we may charge an Inactivity Fee of Euro 10 (or currency equivalent) for the maintenance and administration of such account. The Inactivity Fee will continue to be charged monthly, as long as the account remains inactive. The Inactivity Fee will be charged separately on each of your inactive accounts. If the balance of an inactive account is less than Euro 10 (or currency equivalent), the Inactivity Fee for such account shall be equal to the amount of the remaining balance. If all your trading accounts are inactive, we reserve the right to apply the Inactivity Fees to your Wallet. The Company will not send any notification prior to charging the above fees. It is your responsibility to monitor the status of your Account(s) and to proceed with any actions as deemed necessary by you. We reserve the right to change the 6-month inactivity period as we deem necessary.

Where your Account is inactive for a period of one (1) year with a positive balance (e.g. there are funds available on your Account) and during that period no transactions have been carried out in relation to the account or on the instructions of the holder of the account and we are unable to contact you after we take reasonable efforts to achieve this, we will have the right to cease treating those funds as Client Money and make a deduction from your Account in accordance with inactivity paragraph. If you later make a valid claim to us, we may pay you any amount owed to you by us.

AMENDMENTS

The Company may upgrade the Client Account, convert the Trading Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage. There is no increased cost to the Client.

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

- Where the Company reasonably considers that:
  - the change would make the terms of the Agreement easier to understand; or
  - the change would not be to the disadvantage of the Client;
- To cover:
  - the involvement of any service or facility the Company offers to the Client; or
  - the introduction of a new service or facility; or
  - the replacement of an existing service or facility with a new one; or
  - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become costly for the Company to offer;
- To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:
  - the banking, investment or financial system; or
  - technology; or
  - the systems or Platform used by the Company to run its business or offer the Services hereunder;
- As a result of a request of CySEC or any other authority or as a result of change or expected change in Applicable Regulations;
- Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

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

For any change made under this client agreement herein, the Company shall provide the Client with advance notice of at least 5 (five) Business Days where the Client is a natural person and three Business Days where the Client is a legal person. However, the Client acknowledges that a change that is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.

For any change made under this client agreement herein, the Company's notice shall be a Written Notice, including a post on the Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

When the Company provides Written Notice of changes under this client agreement herein, it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any

charges due to terminating in this case, other than costs due and payable for Services offered until the termination.

The Company shall have the right to review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, rollover policy and trading times, found on the Company's website and/or Platform, from time to time. Such changes shall be affected on the Website and /or the Platform, and the Client is responsible for checking for updates regularly. In the absence of a Force Majeure event, the Company shall provide the Client with advance notice on its Website of at least five (5) Business Days when the Client is a natural person and three Business Days when the Client is a legal person. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges due to terminating in this case, other than costs due and payable for Services offered until the termination.

The Company shall have the right to review the Client's Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect by providing the Client with advance notice of at least five (5) Business Days. Notwithstanding under this client agreement herein, changing the Client's Categorization may also mean changing the type of Trading Account of the Client. Accordingly, the Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.

EVENT OF DEFAULT

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

- The failure of the Client to perform any obligation due to the Company.
- If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- The Client is unable to pay the Client's debts when they fall due.
- Where any representation or warranty made by the Client of this Client Agreement is or becomes untrue.
- The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- Any other circumstance where the Company reasonably believes it is necessary or desirable to take any action set of this Client Agreement.
- An action set out of this client agreement is required by a competent regulatory authority or body, or court.

- The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or is at risk of involving the Company in any kind of fraud or illegality or breach of Applicable Regulations.
- In cases of a material violation by the Client of the requirements established by the legislation of the Republic of Cyprus or other countries, such materiality is determined in good faith by the Company.
- If the Company suspects that the Client is engaged in money laundering activities, terrorist financing, card fraud, or other criminal activities.
- The Company reasonably suspects that the Client performed a prohibited action as set in this Client Agreement.
- The Company reasonably suspects that the Client performed Abusive Trading.
- The Company reasonably suspects that the Client opened the Client Account fraudulently.

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

- Terminate this Agreement immediately without prior notice to the Client.
- Cancel any Open Positions.
- Temporarily or permanently bar access to the Platform or suspend or prohibit any functions of the Platform.
- Reject or decline or refuse to transmit or execute any Order of the Client.
- Restrict the Client's trading activity.
- In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country.
- Cancel of profits gained through Abusive Trading.
- Immediately cancel all trades that were executed by the Client.
- Take legal action for any losses suffered by the Company.

REPRESENTATIONS AND WARRANTIES

You agree that each of the following representations and warranties are deemed repeated each time you open or close a Transaction by reference to the circumstances prevailing at such time:

- the Registration Data provided to us during the download and registration for the Trading Platform and at any time after that is complete, true, accurate and not misleading in all respects, and the certificates provided are authentic.
- you are of sound mind, legal age and legal competence.
- you are duly authorized to execute and deliver the Client Agreements, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance.
- you understand how the Transactions hereunder operate before you place an offer to open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of the Client Agreements, and any legal and financial implications thereof.

- you have read and understand the Risks Disclosure and Warnings Notice found on the Company's Website;
- you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform.
- You act as a principal and not as an agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- any person representing you in opening or closing a Transaction will have been, and the person entering into the Client Agreements on your behalf is, duly authorized to do so on your behalf.
- you are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a majority of the capital stock, a member of any Underlying Market and/or firm registered on any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;
- you will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform;
- you have obtained all relevant governmental or other authorizations and consents required by you in connection with the Client Agreements and connection with the opening or closing Transactions, and such approvals and consents are in full force and effect, and all of their conditions have been and will be complied with;
- the execution, delivery and performance of the Agreement and your use of the Trading Platform including each Transaction you complete that will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
- other than in exceptional circumstances, you will not send funds to your Trading Account from any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by us from time to time;
- the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- you are not a Politically Exposed Person and do not have any relationship (for example, relative or business associate) with a person who holds or held a prominent public position in the last twelve months. If the above statement is untrue and in the event that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible and will notify the Company if at any stage during the course of this Agreement you become a Politically Exposed Person;
- from time to time, we may offer monetary bonuses by way of promotion. Details of the terms and conditions associated with such money bonuses can be found on the "limited time promotions" page of the website and may vary from time to time. You warrant you will abide by the restrictions and limitations in force in respect of these bonuses should

you qualify for one. A breach of any of these restrictions and limitations will invalidate or render void any bonuses and associated trading gains.

- you confirm that you have regular access to the internet and consent to the Company providing you 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 and/or email.

Any breach by you of any of the representations and warranties outlined in this client agreement or anywhere else in the Client Agreements renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, in our absolute discretion.

INDEMNITY

You agree to indemnify and hold us, our affiliates, employees, agents and successors harmless, from and against any and all liabilities, losses, damages, costs and expenses, including attorney fees, we incur arising out of your failure to fully and timely perform your obligations under the Client Agreement or any Third-Party Licenses, or as a result of your breach of any warranty, representation or covenant made by you under the Client Agreement or any Third-Party Licenses. Without derogating from the generality of the preceding, you agree to be fully and personally liable for the due settlement of every transaction entered into using your Account Credentials on the Trading Platform, including any and all taxes, fees and assessments that may be payable concerning a Transaction to any governmental entity. You agree to indemnify us fully in respect of all liabilities, costs and losses whatsoever we may incur as a result, direct or indirect, of your failure to perform or settle a Transaction, including with respect to Financial Institutions which we contract with to execute Transactions on your behalf.

You also agree to promptly pay us all damages, costs and expenses, including legal fees, we have incurred in enforcing any of the provisions of the Client Agreement.

DISCLAIMERS

We, expressly, do not warrant that:

- the Trading Platform will meet your requirements, and it is therefore, your responsibility to ensure that the facilities and functions of the Trading Platform meet your requirements.
- your equipment, software, and communication connections will be compatible with the hardware and software we employ to provide the Trading Platform;
- the use of the Trading Platform will be uninterrupted, secure or error-free or free of bugs, and you agree that the existence of any minor errors or bugs shall not constitute a breach of this Client Agreement.
- we will be able to prevent third-party disruptions of and to the operation of the Trading Platform.

- errors will be corrected in the Trading Platform; or
- we will detect every bug in the Trading Platform.

You acknowledge that we do not control the transfer of data over telecommunications facilities, including without limitation the Internet, nor are we responsible for communication failures, distortions or delays when trading online (via the Internet or mobile service).

You acknowledge that the trading you conduct on the Trading Platform is not conducted on a recognised Exchange; instead, they are undertaken over the counter (OTC), and as such, it may expose the Client to more significant risks than regulated exchange transactions.

We hereby further disclaim any, and shall have no, liability or loss resulting from or related to any:

- disruption of your connections to the internet.
- loss to or corruption of any of your data or records, whether stored on the Trading Platform or not or lack of back-up thereof.
- security breaches resulting in part or whole from third-party software or networking goods or services or actions or events outside of our reasonable control.
- provision of security-related services that we may voluntarily provide outside the scope of the Client Agreement; and
- use of the Trading Platform that is not in strict compliance with the Client Agreement, or any technical documentation we provide to you or make available to you by any other means, including without limitation, on our website.
- any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.
- any person obtaining your Account Credentials prior to the Client's reporting to the Company of the misuse of the same.
- unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Account Credentials when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- any of the risks of the Risks Disclosure and Warnings Notice found on the Company's Website.
- any changes in the rates of tax.
- any actions or representations of the Introducer.
- the contents, correctness, accuracy and completeness of any communication spread by the use of the Trading Platform.
- any acts or omissions (including negligence and fraud) of the Client.
- if you are relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- the occurrence of Slippage; and
- Currency risk materializing.

Concerning any Financial Data or other information that we or any third-party service provider provide to you in connection with your use of the Trading Platform:

- we and any such provider are not responsible or liable if any such data or information is inaccurate or incomplete in any respect.
- we and any such provider are not responsible or liable for any actions that you take or do not take based on such data or information.
- you will use such data or information solely in accordance with and for the purposes outlined in the Client Agreements.
- such data or information is proprietary to us and third-party providers as applicable, and you will not retransmit, redistribute, publish, disclose or display in whole or in part such data or information to third parties except as required by applicable regulations; and
- you will use such data or information solely in compliance with any applicable laws and regulations.

LIMITATION OF LIABILITY

We shall not be liable to you for any loss, save in cases of gross negligence, fraud or wilful default on our behalf.

Without prejudice under the Client Agreement, our aggregate liability to you regarding all claims arising out of or in connection with the Client Agreement will be limited to the aggregate amount of the deposits less withdrawals on your Trading Account.

Subject to this Client Agreement, you will be liable to us for:

- any loss (whether direct or indirect) of revenue or profits.
- any loss (whether direct or indirect) of anticipated savings.
- any loss (whether direct or indirect) of goodwill or injury to reputation.
- any loss (whether direct or indirect) of business opportunity or arising from business interruption.
- any loss (whether direct or indirect) of or corruption of data.
- indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case arising out of or in connection with the Client Agreements including without limitation as a result of a breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question.

Nothing in the Client Agreements will exclude, limit or restrict either Party's liability for death or personal injury resulting from the negligence of that Party (or anyone on its behalf) or any other matter in respect of which liability cannot by applicable law be limited.

Nothing of this client agreement will exclude, limit or restrict either Party's liability for fraud or fraudulent misrepresentation committed by that Party (or anyone on its behalf).

Our liability, to the extent applicable, for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in Cyprus.

The Client Agreements set out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as expressly stated in the Client Agreements. Any condition, warranty, representation or other terms concerning the supply of the Trading Platform which might otherwise be implied into, or incorporated in, the Client Agreements, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

We shall not be held liable and are released from all claims and losses arising out of:

- any act or omission by any person obtaining access to your Trading Account or Account Credentials, whether or not you have authorized such access;
- delay, failure or error by you in implementing any reasonable instruction we have provided to you.
- inaccurate or incomplete instructions received by you.
- any reliance or use by you or any other third party with access to your Trading Account of any Financial Data, whether to complete a Transaction on the Trading Platform or for any other purpose whatsoever:

AUTHORITY TO TRADE

You hereby authorize us to act on any instruction given or appearing to be provided by you on the Trading Platform via the use of your Account Credentials.

We shall be entitled, and you hereby authorize us, to rely upon any oral, electronic or written communication or instruction received from you. You agree that:

- once logged on to the Trading Platform following the entry of the Account Credentials, we are authorized to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by you;
- following log-in to the Trading platform, nothing in this paragraph will oblige us to verify the validity of each instruction or the signatures before every trade; and
- you shall bear the risk of all instructions, whether authorized, unauthorized, improper or fraudulent, even if it transpires such instructions were provided without your authority. You shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:

- the person who provided such an instruction was acting in excess of his authority;
- acting upon such an instruction would infringe any law, rule, regulation or the Client Agreements; or
- in the event that we have accepted an offer to perform a Transaction that we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset.

Nothing in this paragraph shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.

Any offer to open or close a Transaction (including an Order) must be made by you through the Trading Platform only. Written offers to open or close a Transaction, including offers sent by fax, email or text message, will not be accepted.

If we receive an offer to open or close a Transaction other than in accordance with this client Agreement, we may act on such an offer at our absolute discretion, however, we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.

CLIENT COMMITMENT

- The Client commits that all the investment funds are from their disposable income instead of essential living expenses.
- The Client commits that they opened their account for the sole purpose of CFDs, Forex, other derivative contracts and options trading with the Company on their own terms, after fully reading and understanding the inherent risks in trading as explained by the Company. The Client will not have a valid complaint against the Company in the case of any losses if they are found to have engaged or attempted to engage in any illegal activities, such as pyramid schemes, financial fraud or money laundering in any case of said losses.
- The Client commits that he has fully understood the company's all law documents based on the laws and regulations from the Republic of Cyprus and the European Union. It means that the laws and regulations of the customer country may not suit the law document by the company. Therefore, the applicable laws and regulations for the settlement of any dispute which may arise between the customer and the company should be the law and regulations of the Republic of Cyprus.
- The Client commits that they are fully aware that any Introducers are not employees of the Company. The communication between the Introducer and the Client is not representative of the company's standpoint and suggestion, any capital involved, or oral agreement, subject to the rights and obligations of the Introducer. The Client acknowledges that the Introducer's liaison identity can be confirmed through the website's customer service: https://www.keytotrading.com or the email address support@keytotrading.com. Regardless of whether the Introducer holds himself out as a representative or a staff member of the Company, the Client must use their own discretion as to whether they deem the Introducer legitimate.