



# **CLIENT SERVICES AGREEMENT**

Version 19 – December 2023

## CLIENT SERVICES AGREEMENT

### 1. Introduction

This Client Agreement (the 'Agreement'), including the Schedules, as amended from time to time, is the document which governs the relationship between you (also, referred to as 'Client', 'Customer', 'your' and 'yourself' as appropriate) and M4Markets (also, referred to as 'M4Markets, the 'Firm', the 'Company', 'we', 'us', 'our' and 'ourselves' as appropriate) concerning the services we provide and your activity with us.

- 1.1 M4Markets is the brand name Harindale Ltd (the 'Company'). The Company is authorized and regulated by the Cyprus Securities and Exchange Commission ('CySEC') as a Cyprus Investment Firm (CIF) to offer certain investment and ancillary services subject to the provisions of the Investment and Ancillary Services and Activities under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended or replaced from time to time ('the Law') implementing the EU Directive 2014/65/EU into national law (hereinafter referred to as "MiFID II"), with CIF license number 301/16. The Company is registered in Cyprus under the Companies Law, with registration number HE 346662, and registered office located at 78 Spyrou Kyprianou Avenue, 3076, Limassol, Cyprus.
- 1.2 This Agreement is a distance contract. It is amongst others, governed by the Distance Marketing of Consumer Financial Services Law L.242(I)/2004, as amended, implementing the EU Directive 2002/65/EC. According to this law, signing the Agreement is not required and the Agreement has the same rights and liabilities as a duly signed contract. In the case where the Client wishes to receive a signed Agreement, then the Customer should print and send 2 (two) copies to the Company's registered office address, where the Company will sign and stamp the Agreements and send a copy back to the Client.
- 1.3 Without prejudice to Clause 1.2 above, where you are a natural person acting under these terms and accepted these terms by electronic means, you understand and acknowledge that subject to the provisions of the Distance Marketing of Consumer Financial Services Law L.242(I)/2004, as may be amended from time to time, you will have no right to withdraw from the contract with us otherwise than pursuant to Clause 28 of this Agreement.
- 1.4 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company, unless the other agreement is for specific services, in which case said agreement shall be interpreted as supplementary to this

Agreement, and in case of variance, the terms and conditions of this Agreement shall prevail unless otherwise expressly agreed in writing.

- 1.5 This Agreement forms a legally binding contract by and between you and the Company as soon as you select that you have read and understood the Company's [Legal Documents](#), including this Agreement and proceed with registering an account with us through our Website. In case you prefer, you may choose to print, sign and send this Agreement to us in order to have this sent back to you duly signed for your records. This Agreement shall inure to the benefit of both Parties and their permitted successors and assignees.

## **2. Interpretation of Terms**

- 2.1 In this Agreement:

**"Access Data"** shall mean the Login and Password of the Client, which are required in order to enable the Client to have access to and use of the Platform and any telephone password and Account number, which may be required for the Client to place Orders via phone and any other secret codes issued by the Company to the Client for the operation of the Client's Account.

**"Access Device"** means the Client's computer system, mobile phone, tablet and/or any electronic device which the Client may use to access the Platform.

**"Account"** or **"Client Trading Account"** means the trading account(s), each of which have a unique number, maintained by a Client for the purposes of trading financial instruments through the M4Markets Platform and shall also refer to Swap Free Accounts.

**"Agreement"** shall mean this "Client Agreement" together with the following: "Client Categorization Policy", "Summary of Conflicts of Interest Policy", "Order Execution Policy", "Investor Compensation Fund Notice" and "Risk Disclosure Notice", as amended from time to time.

**"Applicable Regulations"** shall mean:

- a) The Investment and Ancillary Services and Activities under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of

Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017, as subsequently amended or replaced from time to time.

- b) CySEC Rules, regulations, directives or any other rules of a relevant regulatory authority having powers over the Company, as these may be issued from time to time.
- c) The rules and regulations of the relevant Market.
- d) All other applicable laws, rules and regulations of Cyprus or of the European Union, including, but not limited to the Law for the Prevention and Suppression of Money Laundering and Terrorist Financing of 2007, Law 188(I)/2007, as subsequently amended and/or replaced from time to time and/or any other.

**"Ask"** shall mean the higher price in a Quote at which the Client may buy (go long) a Financial Instrument through our Platform.

**"Balance"** shall mean the funds available in an Account that can be used for trading on financial instruments.

**"Balance Currency"** means the currency in which Account(s) are denominated. All charges including spread(s), commission(s), and swap(s), will be calculated in that currency.

**"Base currency"** shall mean the first currency in the Currency Pair.

**"Bid"** shall mean the lower price in a Quote at which the Client may sell (go short) a Financial Instrument through our Platform.

**"Business Day"** shall mean any day, other than a Saturday or a Sunday, or any other Cyprus or international bank or public holiday. The Company shall take all reasonable steps to announce these on the Company's [Website](#).

**"Client Registration Form"** shall mean the form that must be filled by the Client at the stage of opening the Account with the Company providing accurate information regarding the Client's identification, background and knowledge.

**"Closed Position"** shall mean the opposite of an Open Position.

**"Contract for Differences"** ("CFD") is an agreement between a 'buyer' and a 'seller' to exchange the difference between the current price of an underlying asset (shares, currencies, commodities, indices, etc.) and its price when the contract is closed. When the contract is closed you will receive or pay the difference between the closing value and the opening value of the CFD and/or of its Underlying Asset. If the difference is positive, you will receive a payment. If the difference is negative, you will lose your invested amount. When trading in CFDs, the client is trading on the outcome of the price of an underlying Financial Instrument, whereby such trading

does not occur on a recognized or regulated market. You should understand that when trading in CFDs you will not receive delivery of the Underlying Asset and/or any other interest. A CFD is a Financial Instrument.

**"Currency of Account"** shall mean the currency that the Trading Account is denominated in which may be Euro, Great Britain Pound and US Dollars or any other currency as offered by the Company from time to time and as per the Client's preferential choice.

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

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

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

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

**"Essential Details"** shall mean the required details in order for the Company to be able to place the Order for example but not limited to the Underlying Asset, the type of Order, volume, direction, Stop Loss/Take Profit (if desired).

**"Expert Advisor"** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform such as the Company's Platform. It can be programmed to alert the Client of a trading opportunity and which can also trade on behalf of the Client through the Client's Trading Account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**"Financial Instruments"** shall mean the Financial Instruments under the Company's CIF license which can be found in the on the CySEC's website.

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

**"Force Majeure Event"** shall have the meaning as set out in paragraph 27.1. of this Agreement.

**"Free Margin"** shall mean the amount of funds available in the Client Trading Account, not used as guarantee and which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity – Necessary Margin].

**"Inducements"** shall refer to any fees and/or monetary benefits as this is provided under Applicable Regulations.

**"Initial Margin"** for Financial Instruments trading shall mean the necessary margin required by the Company to open a position.

**"Leverage"** is a trading concept that enables you to multiply your exposure to a Financial Instrument, without committing the whole amount of capital necessary to own the physical instrument. When trading using Leverage you only need to put down a fraction of the total value of your position. Profits and losses are based on the total size of the position, so the end result of a trade can be much larger than the initial outlay, in terms of profits or losses. CFDs are a form of leverage trading. The amount needed to open and maintain a leveraged trade is called "the margin". In general, when using leverage, a small change in the price of the CFD is amplified into a bigger change, resulting in increased returns/losses. The Company provides various leverage levels depending on the financial instrument and your client categorization, in line with the applicable Regulations.

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

**"Market"** shall mean the relevant market where the Financial Instruments are traded.

**"Margin"** shall mean the necessary guarantee funds required to open or maintain Open Positions in a leveraged Financial Instruments Transaction.

**"Margin Call"** shall mean the situation when the Company informs the Client that additional Margin is required in order for the Client to be able to open or maintain Open Positions.

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

**"Necessary Margin"** shall mean for Financial Instruments trading, the necessary margin required subject to the trading conditions in order to enable the Company to maintain the respective Client's Open Positions.

**"Open Position"** shall mean any open CFD contract (call and/ or put) which has not been closed.

**"Order"** shall mean an instruction from the Client to trade in Financial Instruments through the Company's Platform.

**"Parties"** shall mean the parties to this Client Agreement, i.e. the Company and the Client.

**"Platform"** shall mean the electronic mechanism operated and maintained by the Company (cTrader or any other subsequent version, any other mechanism operated and maintained by the Company), consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities which facilities trading activity of the Client in Financial Instruments via the Client's Account. It is understood that the Company may use different Platforms depending on the Financial Instrument.

**"Politically Exposed Persons"** shall mean a natural person who is or who has been entrusted with prominent public functions in the Republic of Cyprus or in another country, or an immediate close relative of such person as well as a person known to be a close associate of such person, or as this definition may be amended from time to time, in accordance with the provisions of Applicable Regulations:

- a) Prominent public functions means any of the following functions: heads of State, heads of government, ministers and deputy or assistant ministers, members of parliaments, members of supreme courts of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances, members of courts of auditors or of the boards of central banks, ambassadors, charges d'affaires and high-ranking officers in the armed forces, members of the administrative, management or supervisory bodies of State-owned enterprises, directors, deputy directors and members of the board of equivalent function of an international organization, mayor. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials.
- b) The immediate family members of such persons as defined above under a) such as: the spouse, any partner considered by national law as equivalent to the spouse, their children and their spouses or partners, and the parents.

- c) Persons known to be close associates of such persons as defined above under a) such as: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition a), any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition a).

**"Professional Client"** shall mean a "Professional Client" for the purposes of CySEC Rules, as specified in the document "Client Categorization Policy".

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

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

**"Retail Client"** shall mean a "Retail Client" for the purposes of the CySEC Rules, as specified in the documents "Client Categorization Policy".

**"Services"** shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 5.1. of the Client Agreement.

**"Slippage"** shall mean the difference between the Quoted or requested price of a CFD transaction and the price at which the transaction was actually executed at. At the time that 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 a number of 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 market Order at a specific price impossible to execute, or when large Orders are executed as there may not be enough liquidity at the desired price level to maintain the expected price of trade.

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

**"Swap Free Accounts"** shall mean the accounts offered for clients whose religion is Islam. Under Islamic laws, Muslims are prohibited from taking or giving interests from any kind of activity. Islamic accounts are also known as swap – free accounts as they imply no swap or rollover interest on overnight positions, which is against Islamic faith. . Special terms and conditions apply as provided further below in this Agreement.



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

**"Underlying Asset"** shall mean the object from the value of which a derivative Financial Instrument derives its value. More specifically, for CFDs it refers to the asset that the CFD quotes or bases its valuation on, which may be Currency Pairs, Forwards, Futures, Options, Metals, Equities, Equity Indices, Commodities or as determined by the Company from time to time and made available on the Platform or the Website.

**"Website"** shall mean the Company's website at <http://m4markets.eu/> and any such other website as the Company may maintain from time to time.

**"Written Notice"** shall have the meaning set out in paragraphs 24 of the Client Agreement.

- 2.2 Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.3 Paragraph headings are for ease of reference only.
- 2.4 Any reference to any act or regulation or Law shall be that act, or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance notes, directives, statutory instruments, regulations or order made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

### **3. Agreement**

- 3.1 By accepting this Agreement, you enter into a legally binding agreement with us. To protect your interests, you are reminded that you should read the terms and conditions of this Agreement carefully before accepting them and opening an Account with us.

- 3.2 The Agreement includes, in addition to any Schedules and the 'Account Opening Form' completed by you through our Website, any information provided to you during the registration procedure.
- 3.3 Please note that there are other documents and information available on our Website, which form part of this Agreement, and provide more details on us and your activities carried on with us, such as:
- a) the 'Order Execution Policy' that explains how trades are executed;
  - b) the 'Risk Disclosure Notice' that summarizes the key risks involved in investing in CFDs;
  - c) The 'Summary of Conflicts of Interest Policy' that summarizes how we identify, manage and where possible mitigate or disclose any conflict of interest during the course of our business relationship with you;
  - d) The 'Complaints Handling Policy' that provides you with information as to how you can complain and how we handle complaints;
  - e) The 'Client Categorization Policy' that provides information as to the categorization of clients;
  - f) The 'Investor Compensation Fund Notice' that provides information as to the rights of certain investors in specific circumstances;
  - g) Any other policy and/or notice that forms part and/or complements and/or refers to the Agreement for the provision of the Services to you.

**The aforementioned shall collectively and/or respectively be considered as part of the Agreement and shall be construed as one and the same document. In case of conflict between the documents as aforementioned, the terms of this Agreement shall prevail.**

#### **4. Commencement and Duration**

- 4.1 The terms and conditions of this Agreement are valid as soon as you accept them by selecting the respective box in the client account opening section on the Website and/or in case you decide to proceed with the execution of the Agreement and sending this to us. We will then undertake the verification of your identity for the purposes of opening of your Account and we will inform you about your account being activated. This is, once the Company has completed its due diligence and satisfied our requirements in terms of 'Know-Your-Customer' or any other procedures.
- 4.2 Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the Agreement.

## 5. Our Services

- 5.1 We provide the following investment and ancillary services in accordance with the terms of our license and/or any Applicable Regulations:
- a) Reception and Transmission of Orders for execution to another entity or Execution of Orders as principal to principal on an own account basis;
  - b) Provide safekeeping and administration of Financial Instruments for the account of Client, including custodianship and related services such as: cash/collateral management;
  - c) Foreign currency services provided they are associated with the provision of the reception and transmission service;
  - d) Grant credits or loans to a client (as and if applicable) to allow the Client to carry out a Transaction in one or more Financial Instruments, where the Company is involved in the aforesaid Transaction.
- 5.2 You understand that this Agreement regulates the provision of services relating to CFD trading from the Company to you. Our services relevant to CFD trading are offered on an execution only basis, whereby we provide access to trading to a number of such instruments, as these are made available through our website.

## 6. Client Categorization

- 6.1 According to Applicable Regulations, the Company has to categorize its clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. The categorization shall depend on the information provided by the Client in his Account Opening Application Form and according to the method of categorization as this method is explained under the document "Client Categorization Policy". By accepting this Agreement, the Client accepts application of such method. The Company will treat the Client as a Retail Client by default.
- 6.2 The Client accepts that when categorizing the Client and dealing with them, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client during the Account opening procedure, and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.

- 6.3 It is understood that the Company has the right to review the Client's Categorization and change the said Categorization if this is deemed necessary (subject to Applicable Regulations) and/or provided that the Client has provided their express written consent.
- 6.4 As per the Client Categorization Policy, there are three categories of Clients: (a) Retail Client, (b) Professional Client and (c) Eligible Counterparties. For detailed definitions and the rights and level of protection each category is entitled please refer to our Client Categorization Policy.

## **7. Assessment of Appropriateness**

- 7.1 We are obliged under Applicable Regulations to obtain information about your knowledge and experience with trading in financial instruments so that we can assess whether the service or product you are requesting is appropriate for you. We strongly encourage you to provide us with all relevant information as to your knowledge and experience as accurately as possible. If you fail to provide sufficient information or fail to provide us with any information, we will not be able to assess whether you have the necessary knowledge and experience to understand the risks involved when trading with the financial instruments offered by us. We will not be held responsible in case any of the information or circumstances change, unless you promptly inform us. For this purpose, we will conduct an Appropriateness Assessment Test, which we apply to all interested clients before providing investment services.
- 7.2 The Company shall assume that information about your knowledge and experience as this will be provided by you to the Company is accurate and complete. The Company shall have no responsibility towards the Client if such information is incomplete or misleading or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.
- 7.3 Depending on the results of the Appropriateness Assessment Test, the Company will inform you as to the risks involved when trading with such financial instruments. The Company may even prompt you to open a demo account prior to proceeding or may even deny the provision of services to you.
- 7.4 The Client understands that they are opening an Account with the Company at their own risk and the Company is not to be held liable for the information provided by

the Client prior or during the opening of an Account with the Company and/or during the Client's trading activity with the Company.

## **8. Opening an Account**

- 8.1 Following receipt of your 'Client Registration Form', we will use the information you have provided us with to conduct further enquiries about you as we may deem necessary or appropriate in the circumstances to fulfil our legal obligations; we will further use the information you provide us with to assess and determine the your ability to enter into a business relationship with us in accordance with the Applicable Regulations and for the provision of the services to you. This includes, but it is not limited to, verifying your identity information, obtaining references from third party database list, other financial institutions, or your employer (if applicable). You understand that such inquiries can be conducted at any stage of the relationship, and we expect you to assist us with any additional information, as failure to do so could lead to termination of the relationship between you and the Company in accordance with the terms of the Agreement.
- 8.2 The Client must provide us with correct and accurate information and/or documentation at all times, both during on-boarding in the 'Client Registration Form' as well as throughout our relationship, unless we have reason to believe that the information you have provided us with is inaccurate and/or insufficient. When we receive your documentation we assume that these have been legally obtained and these have not been tempered with and are true and original documents lawfully issued. If any of the information you have provided us with has changed throughout the duration of this Agreement, you need to notify us in writing by using any of our communication methods as these are posted on our Website.
- 8.3 To initiate your account application process, you will create a username and set a password for accessing your user profile in our client portal (the 'Access Codes') after which you will be required to verify your email address. You will then be prompted to proceed with the next steps for the purposes of opening your Account. We will review your application and only if we are satisfied with the information/documentation received, we will then accept it and activate your account.
- 8.4 When we receive your 'Client Registration Form' we assume that you have completed this and have requested for the opening of an Account with us on your own free will and after careful consideration and deliberation for trading in the Financial Instruments as these are offered by the Company.

- 8.5 In case ever the Company allows the opening of a Joint Account, the liabilities and obligations under the Agreement shall be joint and several by the Joint Account owners. The Client Registration Form must be filled and completed by the persons that will operate the Account and such persons will be considered as the Client. Any Written Notice given to or by any one of the persons that form the Client, shall be deemed to have been given to or by all the persons who form the Client.
- 8.6 The Client will have to verify their account within a timeframe of 15 (fifteen) calendar days period (the “Verification Period”). During the Verification period, the Client will be allowed only to deposit the total amount of up to €2,000, irrespective of the number of Accounts held with the Company. The Client will not be able to place any Orders until their Account has been verified. The Company reserves the right to request for additional enhanced due diligence and/or identification information and/or documentation.
- 8.7 In case the Client has failed to provide the necessary information and/or documentation for their verification by the end of the 15th (fifteenth) calendar day from the initial contact with the Company, the Company shall terminate the relationship with the Client and shall return automatically all deposited funds to the Client, in the same bank account from which they originated. It is acknowledged that bank and/or card fees may apply which will be incurred by the Client.
- 8.8 Once your account has been opened, you may request to obtain a Swap Free Account through the relevant functionality in your client portal or through written request at [support@m4markets.eu](mailto:support@m4markets.eu). The Company reserves the right to request any supporting documents deemed necessary to verify the client’s eligibility for such an account.

## **9. Our Platform – Terms of Use**

- 9.1 Once you have completed your account registration you will be able to download and install (where applicable) the Company’s Platform , or use a web-based version of the Platform (where available) and you need to ensure that you may access and operate our Platform through your device(s). It is your responsibility to keep your Access Codes private and confidential.
- 9.2 The Client is responsible for ensuring that he is able to access our Software when you need to and during the times the Platform is available. The responsibility of the

Client extends to ensuring that has access to a reliable internet connection or any other necessary connection and maintaining any devices used to this end.

- 9.3 The Platform may have been developed by a third party, unrelated to the Company. We will use reasonable efforts and if this is possible to inform our Clients in case there are any discrepancies or technical issues preventing you from the use of the Platform. We will also take reasonable steps to ensure that the Platform is properly operational for the purposes of providing our services under this Agreement to you. However, the Company cannot guarantee, that the Platform is free of any errors or deficiencies.
- 9.4 The Company will, to a reasonable extent, maintain the Platform and any other related systems up to date. The Company and/or any relevant third party may perform this maintenance from time to time, which includes shutting down, restarting and/or refreshing the servers to ensure, or procure to ensure the effective and efficient operation of the Platform. These actions may cause the Platform to be inaccessible and/or inoperative for a period of time. We will use best efforts to ensure that any maintenance activity will take place outside trading hours, however, this may not always be possible. Therefore, the Company will not be held responsible for any loss, including financial loss and/or loss of opportunity due to maintenance and/or any action or omission of M4Markets and/or the third-party software provider.
- 9.5 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform:
- a) Use any software which applies artificial intelligence analysis to the Company's systems and/or Platform;
  - b) Intercept, monitor, damage or modify any communication which is not intended for him;
  - c) 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 Company's systems or Platform or the communication system or any system of the Company;
  - d) Send any unsolicited commercial communication not permitted under Applicable Regulations or any other law;
  - e) Do anything that will or may violate the integrity of the Company computer system or Platform or cause such system(s) to malfunction or stop their operation;

- f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform or its systems;
- g) Perform any action that could potentially allow the irregular or unauthorized access or use of the Platform or systems;
- h) Use the Platform and/or obtain any type of profit and/or benefit and/or advantage from such use of the Platform, while having the knowledge and/or reasonable belief that there may be any type of weakness and/or malfunction of the Platform and/or system and/or products offered through the Platform.

The aforementioned shall be considered as 'Prohibited Actions'. The Company reserves all its legal rights in case any Prohibited Actions are taken by any of its clients in accordance with this Agreement.

## **10. Intellectual Property**

- 10.1 The Company's systems, Platform, all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) and/or any of the Company's IP but only a right to use the Platform according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.
- 10.2 You shall not cause or permit any actions to be caused, which might endanger or damage any intellectual property belonging to the Company and/or do any other act which would be damaging and or defamatory against the Company.

## **11. Security, authenticity and access**

- 11.1 The Client agrees to keep secret and not to disclose their Access Data to anyone.
- 11.2 The Client agrees to notify the Company immediately if the Client knows or suspects that the Client's Access Data or Client's Account number have or may have been



disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until the Client receives the replacement Access Data.

- 11.3 The Client agrees that they will co-operate with any investigation the Company may conduct in relation to any misuse or suspected misuse of the Client's Access Data.
- 11.4 The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to the Client's Trading Account and/or Platform and/or information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 11.5 If the Company identifies that the Access Data of the Client may have been received by unauthorized third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.
- 11.6 The Company agrees to hold harmless the Client from losses on the Client's Trading Account in the event that the Platform is 'hacked', or any unauthorized use of a Client Trading Account's Access Data occurs which is due to the negligence of the Company. Likewise, the Client shall hold harmless the Company from losses in the event that their Client Trading Account is hacked or associated unauthorized use of the Client's Access Data occurs due to the Client's negligence.

## **12. Execution of Orders**

- 12.1 The Client may place Orders with the Company on the Platform and via telephone call, by using their Access Data issued by the Company for that purpose and provided all the Essential Details are given in both cases.
- 12.2 The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform or via telephone call without any further enquiry to the Client and any such Orders will be binding upon the Client.
- 12.3 Orders placed via telephone call will be placed on the Platform by the Company. The Company shall not be held liable for Orders placed via phone by the Client.

- 12.4 Orders are executed according to the Order Execution Policy which is binding on the Client. Depending on the type of the Client Account, the execution will be done on an own account basis by the Company acting as principal to principal.
- 12.5 The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.
- 12.6 The Client hereby acknowledges and agrees that the Company may, in its sole discretion, add, remove or suspend from the Platform, any Financial Instrument, on any type of Underlying Asset or Market, from time to time as it may deem necessary at its discretion. This may occur in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, MBO, nationalization, de-listing, etc.) or if no Client Positions are held in a particular Financial Instrument at that time or at any other time in case the Company may deem necessary in accordance with market conditions.
- 12.7 Orders may be placed within the normal trading hours of the Company, available on its Platform and/or the Website, as may be amended from time to time.
- 12.8 The types of Orders a client may place vary and are in accordance with the Company's Order Execution Policy.
- 12.9 To enter an online order, you can access the Markets Watch window, then click on "New Order" for the relevant market. A new window will appear in which you enter the order (lot) size. The order is filled shortly after you hit the OK button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.
- 12.10 To use one-click trading, you must go to the "Settings" menu and choose "View and Edit". You should check the "One-Click Trading" box. To enter an online order with one-click trading, you can access the Markets window and enter the order (lot) size. The order is filled shortly after you click the BUY/SELL button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties. One-Click Trading can also be used when closing positions.
- 12.11 Trade confirmations with ticket numbers, purchase and sales rates, Margins, costs and charges, amounts available for trading, statements of profit and loss, as well as

current open and pending Positions will be available via the Platform. You will be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than twenty four (24 hours) after any activity takes place on your Trading Account. Posting of Trading Account information on your online account will be deemed delivery of confirmation and account statements. Furthermore, we will provide you with updated Account statements via email daily (on days where you placed new orders or closed existing positions) and monthly. The Client will have the option to opt out from receiving these emails.

- 12.12 Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding upon you if not objected to immediately by email or telephone and in any case within five Business Days of making such confirmations available to you or we notify you of an error in the confirmation within the same period.

### **13. Decline of Client's Orders**

- 13.1 Without prejudice to any other provisions contained herein, the Company, is entitled, at any time and at its discretion, without giving any notice or explanation to the Client to restrict the Client's trading activity, to cancel Orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:
- a) Internet connection or communication are disrupted;
  - b) In consequence of request of any regulatory or any supervisory authority or a court order or antifraud or anti-money laundering authorities;
  - c) Where the legality or genuineness of the Order is under doubt;
  - d) A Force Majeure Event has occurred;
  - e) In an Event of Default of the Client, as specified in Paragraph 14. below;
  - f) The Company has sent a notice of Termination of the Agreement to the Client;
  - g) The system of the Company rejects the Order due to trading limits imposed;
  - h) Under abnormal market conditions;
  - i) The Client does not hold adequate funds in his Balance for the specific Order;
  - j) Trades placed by the Client may be individually or in the aggregate larger than the maximum quantity or smaller than the minimum quantity we set for the market;

- k) For purposes of risk management procedures, including but not limited to, excessive exposure in a specific instrument or insufficient limits with liquidity providers. The Company may notify clients, if possible in advance, of such circumstances;
- l) In case we consider at our sole discretion that such a transaction may be in breach of this Agreement or any legal or regulatory requirement applicable to us or to you.

## **14. Events of Default**

### **14.1 Each of the following constitutes and 'Event of Default':**

- a) The failure of the Client to perform any obligation owed towards the Company in accordance with the provisions of this Agreement and/or as per Applicable Regulations;
- b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Law or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- c) The Client is unable to pay the Client's debts when they fall due;
- d) Where any representation or warranty made by the Client in paragraph 24 is or becomes untrue;
- e) The Client (if the Client is individual) dies or is declared absent or becomes of unsound mind;
- f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 14.2;
- g) An action set out in paragraph 14.2 is required by a competent regulatory authority or body or court;

- h) The Company reasonably considers that the Client might be involving the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
  - i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the client or his trading activities, such being materiality determined in good faith by the Company.
  - j) If the Company reasonably suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities, including forgery or use of a stolen card for funding the Account.
  - k) If the Company reasonably suspects that the Client has entered into this Agreement for the purposes of fraud or other unlawful activities.
  - l) The Company reasonably suspects that the Client has used credit / debit card fraud.
  - m) The Company reasonably suspects that the Client performs abuse of the Platform.
  - n) The Company reasonably suspects that the Client has performed any Prohibited Actions relating to the Platform.
  - o) The Company reasonably suspects that the Client performed abusive trading technic and/or strategy which includes, but is not limited to, pip-hunting, placing orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds, gain profit from the Company possible systems bugs and/or weaknesses and/or malfunction, and/or abuse of the Company's 'no Negative Balance' policy (as described in the Risk Disclosure Notice).
- 14.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
- a) Terminate this Agreement immediately without prior notice to the Client;
  - b) Cancel any Open Positions;

- c) Temporarily or permanently ban access to the Platform or suspend or prohibit any functions of the Platform;
- d) Reject or decline or refuse to transmit or execute any Order of the Client;
- e) Restrict the Client's trading activity;
- f) In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country;
- g) Cancel or reverse any profits gained through abusive trading of paragraph 14.1(k) or the application of artificial intelligence on the Client Trading Account;
- h) Take legal action for any losses suffered by the Company;
- i) Report to any public authority such as the police and/or any other authority;
- j) Cancel and/or reverse, any profits and/or benefits and/or advantage gained and/or received, as a result of the activity as described in 14.1. above.

## **15. Deposits and Withdrawals**

### **15.1 Deposits**

15.1.1.1 The Client may deposit funds into the Client Trading Account at any time during the course of this Agreement only in accordance with remaining provisions of this Agreement and provided that the Account has been verified. Deposits will be made via the methods and in the currencies accepted by the Company from time to time, as these are provided through our Website. Please note that for different account types, minimum deposit amounts may apply. To avoid any inconvenience, please ensure that you are aware of the minimum deposit amounts applicable for your account type by visiting our Website.

- 15.1.1.2 The following requirements apply in respect of deposits:
- We do not accept any payments made via a third-party source.
  - You must only use payment methods that are under your name and lawfully belong to you.
  - We may accept payments by your spouse and/or first-degree relatives provided that such payments are confirmed according to our internal procedures.
  - We reserve the right to require proof from you at any time. Failure to comply with this, will result in any of your payments being frozen or refunded.
  - We reserve the right to apply a penalty processing fee if a third-party payment is made.

- The Company matches each deposit to the account name on file for that customer.
- The Company neither accepts cash deposits nor disburses cash under any circumstances.
- The Company only processes funds in respect of any of the currencies of the Currency of Account.
- In the event you deposit an amount in a currency other than the Currencies of Account, the said amount shall be converted automatically in the currency of your Account with us. Fees and/or charges may apply by your bank institution. Therefore, you should advice with your card provider and/or bank institution regarding the exact amount you wish to deposit to your Account to adjust any applicable charges.

15.1.1.3 Subject to the Company's policies in place and for purposes of prevention of money laundering and/or terrorist financing, the Client must provide the necessary information evidencing the Client's source of funds. The Company shall have the right to request the Client at any time any additional documentation and/or information to confirm the source of funds as these shall be deposited for the Client's Account

15.1.1.4 The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the Client's source of funds or in case there is a risk for chargeback request to be made by the Client or for any other reason at the Company's discretion.

15.1.1.5 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one to three (1-3) Business Day(s) from the day the said amount is cleared in the respective Company's bank account designated as Clients' Account. By way of clarification the timeframe mentioned above is indicative and refers to the time that the Company may need to process the deposited amount into your Account. This shall occur after the Company has received your deposited amount in its bank accounts. Different deposit methods such as, (bank / payment institution / e-wallet provider and/or any other payment method you use to deposit the funds to your Account) will also need a certain amount of time for clearing the deposited amount to the Company's bank accounts. You should therefore acknowledge both the respective times required by the Company and your deposit method and take them into consideration before you decide to deposit funds to your Account with us. Please refer to our

Website for further information regarding the estimated timeframe on certain transactions. The Company will not bear any responsibility for any delays or costs incurred for funding your Account.

- 15.1.1.6 If the funds sent by the Client are not deposited in the Client's Account when they are supposed to, the Client shall notify the Company and may request from the Company to make a banking investigation of the transfer. The Client agrees that any charges that might apply for the purposes of such investigation shall be paid by the Client and deducted from their Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client has to provide the Company with the requested documents and certificates in addition to the relevant swift confirmation. The Company reserves its rights to proceed to such investigation upon its own discretion.

## 15.2 Withdrawals

- 15.2.1.1 The Company shall make withdrawals of Client funds upon the Company receiving a request from the Client in the method accepted by the Company from time to time. The Company may request from you to provide details of the credit/debit card and/or bank account you have used to fund your Account and/or any other information as these are easily accessible and listed on the Website.
- 15.2.1.2 Upon the Company receiving an instruction from the Client to withdraw funds from the Client's Account, the Company aims to proceed with the payment of the said amount within one (1) Business Day. This is conditional provided that the following requirements are met:
- a) The withdrawal instruction includes all required information;
  - b) The instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Trading Account or at the Client's request to a bank account belonging to the Client;
  - c) The account where the transfer is to be made belongs to the Client;
  - d) At the moment of payment, the Client's Balance exceeds or is equal to the amount specified in the withdrawal instruction including all payment charges;



- e) The withdrawals shall be executed given that the requested amount is subject to 10 units (incl.) and above. No withdrawals shall be executed for amounts below 10 units.
- f) There is no Force Majeure Event which prohibits the Company from effecting the withdrawal;
- g) Where the Client has open positions, he can only withdraw up to 80% of its Client Free Margin.
- h) In the event you have made a chargeback claim to your debit and/or credit card provider, you will not be in a position to request a withdrawal until the dispute of the chargeback has been resolved.

15.2.1.3 The Company reserves its rights that withdrawals may be subject to additional processing time depending on the procedures of the third-party remitters and/or banking institutions, the amount requested to be withdrawn and the jurisdictions in question. Whilst we take all reasonable steps to process payment withdrawals as soon as possible, certain limitations may apply depending on the third party remitters and/or banking institutions that might process such payments.

15.2.1.4 Withdrawals of funds deposited can only be made using the same method used by the Client to fund the Account and to the same remitter. Withdrawals of profits may only be transferred to a bank account under the Client's name. It is understood and agreed that the Client shall provide the Company with the correct details of the Client's bank account which includes the bank account number and the bank account holder name (must be the same as the Client's name) in order to be able for the Company to execute a withdraw order through a wire transfer.

15.2.1.5 The Company shall not be held liable for any delays and/or expenses as these may occur owed to third parties, such as your bank and/or payment institution and/or credit card provider and/or any other entity processing the withdrawal transaction.

### 15.3 Withdrawals Execution Methods:

#### **For Credit/Debit Cards ONLY:**

- If you use a Credit/Debit Card to deposit, we will always send the same total amount of withdrawals equal to your total deposits back to your card. Any

remaining withdrawal amount which is above the deposited amount, will be processed to the payment method of your choice.

- A withdrawal is only possible to the same card that was used for the purposes of the deposit.

**Example:** If you deposited \$100 by Credit/Debit Card, earned a profit of \$1,000 and requested a withdrawal of \$1,000, you will get \$100 back to your card and the remaining \$900 to the payment method of your choice.

a) Alternative Payment Methods:

If you use a Credit/Debit Card and another method (e.g.: Skrill eWallet) to deposit, your withdrawal will first be processed back to your card and any remaining withdrawal amount will be sent back to the other method used (e.g.: Skrill eWallet).

**Example:** If you deposited \$100 by Skrill and \$50 by Credit/Debit Card, and requested a withdrawal of \$90, you will get \$50 back to your card and \$40 to your eWallet.

- 15.4 In the event that a Client has failed to verify the Client's Account within the timeframe of fifteen (15) days and does not provide their bank account details, the Company reserves the right to keep in the Client's Account the Client's Balance, in a read only mode, until the Client provides the required information to proceed with the refund.

There is no minimum withdrawal amount per transaction. If a situation arises whereby the remittance provider is unable to process your withdrawal request our support team may contact you to discuss the alternative available methods.

- 15.5 It is agreed and understood that the Company will not accept third party or anonymous payments in the Client's Account and will not be obliged to make withdrawals to any other third party or anonymous account.
- 15.6 The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific method, other than the method used for the deposit of the Clients' Funds and the Company has the right to suggest an alternative.

- 15.7 All payment and transfer charges of the Company and/or those of third parties as these are listed on the Website will be borne by the Client and the Company shall deduct the relevant charges from the respective Client's Account.
- 15.8 The Client may send the request for internal transfer of funds to another Client Account held by the Client with the Company. Internal transfers shall be subject to the Company's policy from time to time.
- 15.9 Mistakes made by the Company during transfer of funds shall be refunded to the Client.
- 15.10 It is understood that in case the Client provides wrong instructions for a transfer the Company may be unable to correct the mistake and the Client may have to suffer the loss.
- 15.11 The fee for processing withdrawals will be subtracted from the amount to be withdrawn.

**16. Chargebacks**

- 16.1 In the event we receive from your card provider a chargeback request for any deposit you made in your Account and/or there is a reasonable suspicion that you will place a chargeback request, we reserve the right to proceed to an investigation as to the validity of your request and charge you with a fee of EUR 150 or equivalent as an investigation fee.
- 16.2 The placing of a chargeback request may be construed as an Event of Default. In such a case, the Company reserves the right to take the following actions if the client wrongfully and/or fraudulently and/or maliciously places a chargeback request:
- a) Proceed with criminal procedures at your place of residence;
  - b) Block access to your Account;
  - c) Freeze and/or terminate any trading activity;
  - d) Terminate your Account;
  - e) Seize any profits and/or revenues generated by exercising any such prohibited trading activity;
- 16.3 The Company will not be held liable if the Company proceeds with any actions as mentioned in paragraph 16.2. and the Client suffers any losses and/or damages.

**17. No Advice and Commentary**

- 17.1 The Company will not advise the Client about the merits of a particular Order or give to the Client any form of investment advice whatsoever. The Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Assets or markets. The Company does not endure any such bad practices. In the unlikely event you might experience any form of advice by any of the Company's representatives, you should remember disregard and report this immediately to the Company's support team. The Clients alone will decide how to handle their Account and place Orders and take relevant decisions based on their own judgement.
- 17.2 The Company will not provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent advice before entering into a transaction offered by the Company.
- 17.3 The Client hereby confirms that they will not hold the Company liable in relation to their decisions in relation to their Account.
- 17.4 The Company may, from time to time and at its own 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:
- a) The Company will not be responsible for information produced by third parties;
  - b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
  - c) This information is provided solely to enable the Client to form his own view and does not amount to investment advice or unsolicited financial promotions to the Client;
  - d) If the document contains a restriction on the person or category of persons to 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 restricted to receive such information;
  - e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

- 17.5 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.

## **18. Client's Money Handling Rules**

- 18.1 The Company will promptly place any Client funds it receives into one or more segregated account(s) with reliable institutions (for example a bank) and the Client funds will be segregated from the Company's own money and cannot be used in the course of its business.
- 18.2 The Company may hold Client money and the money of other clients in the same account (omnibus account).
- 18.3 The Company shall not pay to the Client any profit (including interest) earned on Client's funds (other than profit generated through trading transactions from the Client's Account under this Agreement) and the Client waives all rights to such profit.
- 18.4 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 18.5 Client money may be held on the Client's behalf in a financial institution located in or outside Cyprus subject always to the Company's licensing and authorization requirements. The legal and regulatory regime applying to any such entity outside Cyprus may be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that entity, the Client's money may be treated differently from the treatment which would be applicable if the money was held in an institution in Cyprus. The Company takes the necessary steps and exercises the necessary due skill, care and diligence in the selection and appointment of the institutions which are used for the safekeeping of the Clients funds. The Company also performs periodic reviews and assessments of the institutions that it maintains its Clients' Accounts with. However, the Company may not be held responsible and/or liable for the solvency, acts or omissions of any third-party referred to in this paragraph.
- 18.6 Provided that we comply with our legal obligations, we can hold Client Money outside of the EEA. Any such Client Money will be subject to the laws of that territory and therefore your rights differ accordingly. According to applicable legislation, we will apply adequate organisational arrangements to comply with any

requirement with regards to Client Money and we will exercise all due skill, care and diligence in the selection, appointment and periodic review of the third party and of the third party and of the arrangements for the holding and safekeeping of those funds. Yet, we will not be held responsible for the solvency, acts or omissions of any institution with which Client Money is held, regardless of the jurisdiction.

- 18.7 The Company is a member of the Investors Compensation Fund (ICF). So, the Client (as a Retail Client) may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations and subject to certain restrictions as provided by relevant regulations. More details are found in the Company's document "Investors Compensation Fund".
- 18.8 The Company provides Negative Balance protection, meaning that clients cannot lose more than the Account Balance in their Account as described in its Risk Disclosure Notice.

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

- 19.1 If the Client's Account is inactive for one (1) year or more (i.e. there is no trading, no Open Positions, no withdrawals or deposits and no access to your Client Portal), the Company reserve the right to charge a monthly maintenance fee of 10 units, depending of the Currency of Account. In such a case the said Account shall be considered as dormant.
- 19.2 In the event that the Client's Account is not verified within the timeframe of fifteen (15) days and the Client failed to provide the required documentation for the refund as indicated in paragraph 8.6. after one year, then the provisions of 19.1 will apply.
- 19.3 Whilst the Company will adopt reasonable efforts to remit any Balance to the Client, if the Client Trading Account is dormant for more than one (1) year, and after notifying the Client in its last known address and/or contact details, the Company reserves the right to close the Client's Account and terminate the provisions of this Agreement.
- 19.4 Upon termination of a dormant account, the Company will continue taking all reasonable efforts to return any remaining Balance to the account holder in accordance with Applicable Regulations. Money in the dormant account shall remain owed to the Client and the Company shall retain records and return such funds upon request by the Client, provided that the Client provides to the Company the

necessary evidence and updated information and documentation as these may be requested by the Company in accordance with Applicable Regulations.

## **20. Lien**

- 20.1 In case of bankruptcy and/or liquidation of the Client the Company shall have a lien on all funds held with the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations against the Company.

## **21. Netting and Set-Off**

- 21.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.
- 21.2 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.
- 21.3 The Company has the right to combine all or any Client's Accounts opened in the Client name and/or under the same beneficial owner and to consolidate the Balances in such Client Accounts and to set-off such Balances.

## **22. Transaction Reporting**

- 22.1 Where we are required under Applicable Regulations to report transactions executed through our Platform to the CySEC and/or any other regulatory authority, you will need to provide us with your Legal Entity Identifier (LEI), in case you are a corporate client. In case of a physical person, then we will require to report with your national identity card number or such other information as we may require in order to determine your national client identified, before you place your Order through our Platform or dealing room.

## **23. Fees and Taxes**

- 23.1 The provision of the Services by the Company is subject to payment of fees as may be applicable (such as, but not limited to, Rollover fees, maintenance fees, execution fees custodian fees, stamp duty fees, commission/transaction fees) found on the Company's fee schedule on the Platform and/or the Website (as the case may be).
- 23.2 It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with the Client's trading activity with the Company hereunder.
- 23.3 The Client understands that certain transactions in certain financial instruments may carry a tax obligation under any applicable tax regime, stamp duty, transfer tax, dividend tax, withholding tax or other taxes or duties in any jurisdiction. Where there is such tax obligation, it will be debited to the Client's Account.
- 23.4 In case the Client fraudulently and/or without reasonable grounds places a chargeback request through their card provider for any Transaction, the Company may charge at its discretion a standard investigation fee for the amount of at least 150units of Currency of Account]. This fee is applicable for the purposes of the expenses we might incur for this reason.

## **24. Communications and Written Notices**

- 24.1 You consent and agree, both prior and following the establishment of the business relationship, that the Company's official language is the English language. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication, in a language other than our official language, is provided solely for convenience purposes and the legally binding version shall be the English language version of such documentation. In the event of a dispute, the English version shall prevail.
- 24.2 Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by you under the Agreement shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Cyprus , or airmail if posted outside Cyprus, or commercial courier service and shall be deemed delivered only when actually received by the Company at the Company's head office address and/or through the Company's



contact information as these are made available on the Company's website and/or official communication channels addressed to the Company's Customer Support Team.

- 24.3 In order to communicate with you, the Company may use any of the following methods: email, Platform's internal communication, facsimile transmission, telephone call, post, commercial courier service, air mail or the Company's Website.
- 24.4 The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal communication, facsimile transmission, post, commercial courier service, air mail or the Company's Website.
- 24.5 The following methods of communication are considered as Written Notice from the Client to the Company: email, facsimile transmission, post, commercial courier service or air mail or commercial courier.
- 24.6 Any communications sent to either Party, as applicable (documents, notices, confirmations, statements, reports etc.) are deemed received:
- a) If sent by email, within one hour after emailing it and provided the email has left from the sender's outbox;
  - b) If sent by the Platform's internal communication, immediately after sending it;
  - c) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine;
  - d) If sent by telephone, once the telephone conversation has been finished;
  - e) If sent by post, seven calendar days after posting it;
  - f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice;
  - g) If sent by air mail, eight Business Days after the date of their dispatch;
  - h) If posted on the Company Webpage, within one hour after it has been posted.
- 24.7 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.
- 24.8 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

- 24.9 The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.
- 24.10 Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Any Notices received outside the normal working hours shall be treated as being received the following Business Day.

## **25. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

- 25.1 The Company is a Data Controller in relation to the Protected Data that we are processing. The following terms apply to the sharing of personal data and sensitive personal data as defined in the General Data Protection Regulation (“GDPR”) between you and us as Data Controllers.
- 25.2 For the purposes of this Agreement, “Protected Data” means personal data and/or sensitive personal data shared between you and us in connection with the present Agreement.
- 25.3 You and we agree:
- a) to process Protected Data in accordance with the appropriate legislative and regulatory environment including the GDPR and any other relevant national legislation;
  - b) to comply with the obligations in this Agreement relating to the processing of the Protected Data;
  - c) not by any act or omission to put the other in breach of the GDPR and/or any other national law relating to the protection of Protected Data.
- 25.4 The Company for the purposes of providing the Services to the Client must obtain, collect, process and store Client information directly from the Client (in the completed Client Registration Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.
- 25.5 Client information which the Company holds, is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering

and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

- 25.6 The Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee. The Client may contact our Client Support team at the contact details provided on our website who will provide the necessary clarifications and/or information as to the processing, storage and/or use of the Client's personal data and/or information by the Company.
- 25.7 By entering into this Agreement, the Client acknowledges the Company's legal obligation to the use, storage and processing of their personal information as these shall be provided by the Client for the provision of the Services.
- 25.8 In the event that a transfer of personal data is made to countries located outside of the EEA we shall carry out such disclosure to a recipient (i) who is in a country which provides an adequate level of protection for personal data or (ii) under appropriate safeguards pursuant to the provisions of applicable data protection laws.
- 25.9 In accordance with Applicable Regulations, we are obliged to record all telephone and electronic communications we have with you relating to, at least, when providing Services to you. You understand that you may request to receive a copy and have access to this in accordance with the Company's privacy policy in place.
- 25.10 Any telephone conversations and/or communication so recorded, shall be maintained and stored by us in accordance with our privacy policy. Such records shall be kept by the Company for a maximum duration of up to 7 (seven ) years from the date of termination of the Agreement. The Parties understand that telephone conversations are private and confidential of the persons in the relevant telephone conversation. The Client accepts such recordings as conclusive evidence of the matters conversed so recorded.
- 25.11 A copy of the records aforementioned shall be made available upon request by the client for a period of 5 (five) years and where requested by a regulatory authority for a period of up to 7 (seven) years.
- 25.12 The Client acknowledges that the Company may, for the purpose of administering the terms of the Agreement and for providing the Services, from time to time, make direct contact with the Client in any of the methods as mentioned above.

- 25.13 The Client will be requested to consider if they would like to be contacted by the Company, from time to time, by telephone, fax, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to them.
- 25.14 Subject to Applicable Regulations, the Company will keep records containing Client personal data, trading information, Client Account/ opening documents, communications and anything else which relates to the Client for five years after termination of the Agreement in accordance with its legal obligations, unless explicitly requested by its regulatory authority in which case the Company may maintain the said data and information for a period of up to seven years after the termination of the Agreement.

## **26. Representations and Warranties**

- 26.1 The Client represents and warrants to the Company the following:
- a) The Client is at least 18 years old, or at the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to the Client;
  - b) The Client is of sound mind and capable of taking decisions for their own actions;
  - c) The Client hereby represents and warrants that they have not been coerced, or otherwise persuaded to enter into the Agreement, nor have entered into the Agreement based on any representation other than what is included herein;
  - d) There are no restrictions on the markets or Financial Instruments in which any transactions will be sent for execution, depending on the Client's nationality or religion;
  - e) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's Assets or funds are affected;
  - f) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP,

Platform and Website only for the benefit of their Account and not on behalf of any other person;

- g) The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder;
- h) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Client Registration Form on the Client's behalf is duly authorized to do so;
- i) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
- j) The information provided by the Client to the Company in the Client Registration Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
- k) The Client has read and fully understood the terms of the Agreement;
- l) 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;
- m) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Client Registration Form, the Client will notify the Company if at any stage during the course of this Agreement they become a Politically Exposed Person;
- n) The Client is not resident in any jurisdiction in which the Company does not offer its services, as this is listed on the Company's website;
- o) The Client has read and understands the Risk Disclosure Notice;
- p) The Client consents to the provision of the information of the Agreement by means of a Website or email, or through the Platform where appropriate instead of having such information delivered to him by mail. The Client may revoke his

consent under this section at any time by closing his Trading Account in accordance with this Agreement;

- q) The Client confirms that has regular access to the internet and consents to the Company providing him/her with information, including without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website or email. The Client may request for these to be sent by post or fax.

## **27. Amendment of the Agreement**

The Company may, without notice, upgrade the Account, convert the Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients' advantage and there is no increased cost to the Client and/or that this would adversely affect the Clients' rights.

- 27.1 For any amendments, the Company shall provide the Client with advance notice of at least ten (10) Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations or in case any changes would not adversely affect the clients' rights, such changes may, if necessary, take effect immediately.
- 27.2 The notice of the Company shall be a Written Notice post on the Company's Website. The Written Notice will refer the date the amendments will come into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that he/she wishes to terminate the Agreement and does not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.
- 27.3 Unless otherwise provided for elsewhere in this Agreement, the Company shall have the right to review its costs, fees, charges and commissions, from time to time in its own discretion. In the absence of a Force Majeure event, the Company shall be providing the Client, with advance notice for the change of the costs on its Website and by notifying each Client within reasonable timeframe. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

**28. Termination and Results of Termination**

- 28.1 Without prejudice to the Company's right under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement by giving at least ten (10) Business Days Written Notice to the other Party.
- 28.2 In the event the Client has breached any of the terms of the present Agreement and/or any regulatory authority requests from the Company to terminate the Account with immediate effect, then the Company reserves its rights to terminate this Agreement immediately and without prior notice. Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist. In such an event the Company bears no liability if the Client suffers any losses as a result of such termination.
- 28.3 Termination by any Party will not affect any obligation which has already incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any transactions made hereunder.
- 28.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.
- 28.5 Once notice of termination of this Agreement is sent and before the termination date:
- a) The Client will have an obligation to close all their Open Positions. If the Client fails to do so, upon termination, the Company will close any remaining Open Positions;
  - b) The Company will be entitled to cease to grant the Client access to the Platform or may limit the functionalities the Client is allowed to use on the Platform;
  - c) The Company will be entitled to refuse to accept new Orders from the Client;
  - d) The Company will be entitled to refuse to the Client to withdraw money from their Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

**28.6** Upon Termination any or all the following may apply:

- a) The Company has the right to combine any Accounts of the Client, to consolidate the Balances in such Client's Accounts and to set off those Balances;
- b) The Company has the right to close the Client's Account;
- c) The Company has the right to convert any currency;
- d) The Company has the right to close out the Client's Open Positions;
- e) In 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 favor, 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 Custodian to also pay any applicable amount. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

**29. Force Majeure**

**29.1** A Force Majeure Event includes without limitation each of the following:

- a) Government actions, the outbreak of war of hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;
- b) Act of God, earthquake, tsunami, hurricane, typhon, accident, storm, flood, fire, epidemic or order natural disaster making it impossible for the Company to offer its Service;
- c) Labor disputes and lock-out which affect the operations of the Company;



- d) Suspension of trading on a Market or the liquidation or closure of any Market, or the fixing of minimum or maximum prices for trading on a Market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused than ban), decisions of state authorities, governing bodies of self-regulating organizations, decision of governing bodies of organized Platform;
  - e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority;
  - f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the Company);
  - g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
  - h) The occurrence of an excessive movement in the level of any Transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
  - i) The failure of any relevant supplier, Financial Institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, deal, Exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.
  - j) Any unexpected material event which can affect the standard trading conditions on a Financial Instrument and/or any other tradable instrument.
- 29.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:
- a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;

- b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
- c) Shut down the Platform in case of malfunction for maintenance or to avoid damage;
- d) Cancel any Client Orders;
- e) Refuse to accept Orders from Clients;
- f) Inactivate the Client's Account;
- g) Increase Margin requirements without notice;
- h) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- i) Increase Spreads;
- j) Decrease Leverage;
- k) Amend the Stop Out Level.

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

### **30. Limitation of Liability and Indemnity**

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

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

- a) Any error or failure or interruption or disconnection in the operation of the Platform, or any delay caused by network failures any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects;

- b) 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;
- c) The acts, omissions or negligence of any third party;
- d) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of the Client's Access Data either authorized and/or unauthorized by the Client;
- e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data 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;
- f) Any of the risks of the Risk Disclosure Notice;
- g) Currency risk;
- h) Any changes in the rates of tax;
- i) The occurrence of Slippage;
- j) The Client relying on functions such as Trailing Stop and Expert Advisor Orders;
- k) Under abnormal Market Conditions;
- l) Any actions or representations of an introducer;
- m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative;
- n) For the Client's or the Client's Authorized Representative's trading decisions;
- o) All Orders given through and under the Client's Access Data;
- p) The contents, correctness, accuracy and completeness of any communication Spread by the use of the Platform;

- q) Any failure of the Client to provide the Company with the correct Bank Account details.
- 30.3 If the Company, its Directors, Officers, employees, affiliates, or agents incur any claims, damage, liability, costs or expenses which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform, that the Company, officers, employees, affiliates, or agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.
- 30.4 The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform.
- 30.5 The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Service and use of the Platform.
- 30.6 The Client shall keep the Company and/or any of its authorized representatives indemnified, in case the Client files a complaint which is then proven to be false or fraudulent and/or aims to defraud and/or scam and/or extort and/or blackmail and/or threaten the Company and/or its authorized representatives. All the Company's and/or its authorized representatives' rights are fully reserved for this purpose.

### **31. Complaints and Disputes**

- 31.1 If the Client wishes to report a complaint, they must send an email at [complaints@m4markets.eu](mailto:complaints@m4markets.eu) with the completed "Complaints Form". The Company will try to resolve it without undue delay and according to the Company's Complaint Handling Policy for Clients.
- 31.2 If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of a good faith and fairness and by taking such action as is consistent with market practice.

- 31.3 It is noted that the Client, depending on the value of the compliant, may to file their complaint with the Financial Ombudsman of Cyprus.
- 31.4 The Client's right to take legal action remains unaffected by the existence or use of any complaint's procedures referred to above.
- 31.5 The Client may refer to the Company's Complaints Handling Policy in relation to more information relating to complaints.
- 31.6 The Client is prohibited from making any fraudulent complaints or statements which aim to defraud and/or scam and/or extort and/or blackmail and/or otherwise threaten the Company and/or its authorized representatives. In case of breach of the aforementioned, the Company reserves all its legal rights to take any actions as it may deem necessary to protect its legal and lawful interests against the Client and/or any third party.

## **32. Governing Law and Jurisdiction**

- 32.1 Without prejudice to the provisions found above paragraph 29 of this Agreement entitled "Complaints and Disputes" and any other relevant provision, this Agreement between the Parties and any claim and/or cause of action and/or dispute which may arise related to this Agreement shall be governed by the Laws of the Republic of Cyprus, without regard to the conflicts of Laws provisions therein and the competent court for the settlement of any claim and/or cause of action and/or dispute which may arise between the Parties related to this agreement shall be the District Court of the Republic of Cyprus.

## **33. Severability**

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

**34. Non- Exercise of Rights**

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

**35. Assignment**

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

**36. Swap Free or "Islamic Accounts" Terms and Conditions**

- 36.1 The Company may offer upon client's request and Company's approval, Swap Free Account for CFD trading only. The Company reserves the right to refuse opening Swap Free Trading Accounts, at its sole discretion, for any reason, without being obliged to provide any explanation or justification.
- 36.2 The clients that wish to change their client account into a Swap Free Client Account shall close all their open positions first.
- 36.3 In cases where a client has a Swap Free Client Account, no swaps or rollover charges will be applied to positions held overnight.
- 36.4 The Clients that hold a Swap Free Client Account may not hold open positions for a long period of time. In such an even, the Company may close client's open positions and swaps will be applied retroactively.
- 36.5 Clients are not allowed to use Swap Free Accounts to make profits from swaps and may not request the payment of any swap amount that have been lost as a result of having Swap Free Account. The Company reserves the right to revoke the Swap – Free conditions granted to a client account at any time and for any reason.

- 36.6 In the event, the Company detects any form of abuse, manipulation, 'interest'/cash-back, arbitrage' or any other form of deceitful or fraudulent activity in regard to any Swap- Free Account, the Company reserves the right without notice:
- a) Revoke the Swap – Free conditions from any and all client accounts;
  - b) Charge any uncharged Swaps and any related uncharged interest expenses and/or costs pertaining to any and all such Client's Swap Free Accounts;
  - c) Cancel all generated profits from the Swap Free Accounts;
  - d) Close all accounts of such client with the Company, nullify all positions and profits in the Swap Free accounts.
- 36.7 Hedging positions in Swap Free Accounts is forbidden. In such an event, the hedged positions will be closed and swaps will be applied retroactively.
- 36.8 All the open positions in a Swap Free Account may be closed by the Company every Friday, an hour before the market is closed and may be opened again by the client.
- 36.9 All the other provisions of this Client Agreement shall apply to the Swap Free Accounts as well.