



**OEXN LIMITED**

Terms and Conditions



## 1. ABOUT US

**OEXN LIMITED** is an authorized and regulated Cyprus Investment Firm (“**CIF**”) which is authorized and regulated by the Cyprus Securities and Exchange Commission (“**CySEC**”) under License Number [1]. The Company provides investment and ancillary services in accordance to its authorization and in compliance with the European Markets in Financial Instruments Directive (MiFID II), and the Investment Services and Activities and Regulated Markets Law of 2017 as amended (L.87(I)/2017), through the Company’s website which can be accessed online at [www.oexn.com](http://www.oexn.com) (“**Website**”) and as these are defined throughout this Agreement.

The Company is registered in Cyprus under the Companies Law, with registration number HE 412340 and having its registered address at Gladstonos 106, 3032, Limassol, Cyprus and business address at 1 Kalimnou Str. Office 602, 6037, Larnaca, Cyprus.

## 2. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

“**Account Opening Procedure**” means the online procedure followed by the Client in order to open a trading account with the Company.

“**Access Codes**” means the username and password provided by the Company to the Client for accessing his Trading Account through the Company’s electronic systems.

“**Active Account**” means an account that is not Inactive, as described herein.

“**Agreement**” means these Terms and Conditions for the Services offered by the Company and the following documents found on the Company’s website: Client Agreement, Client Categorization Policy, Investor Compensation Fund Policy, Complaints Handling Procedure, Conflict of Interest Policy, Best Execution, Policy, Privacy Policy, General Risk Disclosure Statement as amended from time to time and any subsequent Appendices added thereto.

“**Applicable Regulations**” means (a), European Markets in Financial Instruments Directive (MiFIDII), and the Investment Services and Activities and Regulated Markets Law of 2017 as amended (L.87(I)/2017), (b) Directives, Circulars or other Rules and Regulations issued by CySEC and govern the operations of Cyprus Investment Firms and (c) all other applicable laws, rules and regulations



in force from time to time.

**“Ask Price”** means the price at which the Company is willing to sell a CFD.

**“Balance”** shall mean the net of all realized profits and losses in the Trading Account after the last completed Transaction and deposit/withdrawal operation at any period of time.

**“Best Execution Policy”** means the Company’s prevailing policy available at the Company’s Website regarding best execution when executing client orders.

**“Bid Price”** means the price at which the Company is willing to buy a CFD.

**“Business Day”** shall mean a day other than a Saturday or Sunday where banks are open for business in Cyprus or other international holidays to be announced on the Company’s Website.

**“Business Hours”** means from 9:00 a.m. UTC+2 to 5:00 p.m. UTC+2 on Business Days.

**“Buy”** shall mean a Transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset and may also in our dealings with you in FX and CFDs, be referred to as a “long” or “Long Position”.

**“Client”** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms.

**“Client Funds”** means money deposited by the Client in his/her Trading Account, plus or minus any unrealised or realised profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa.

**“Collateral”** means any securities or other assets deposited with the Company’s Execution Venue.

**“Company”** means OEXN LIMITED, a company registered in the Republic of Cyprus under the registration number HE 412340 and licensed by Cyprus Securities and Exchange Commission (CySEC) with license No. [ ], having its registered office at Gladstonos 106, 3032, Limassol, Cyprus and its business address at 1 Kalimnou Street, Office 602, 6037 Larnaca, Cyprus.

**“Company’s Website”** means [www.oexn.com](http://www.oexn.com) or any other website that may be the Company’s website from time to time.



**“Corporate Action(s)”** means any activity that results in material change to an organization and impacts its stakeholders. It includes, without limitation, dividends, rights issue, stock splits, reverse stock splits, mergers, acquisitions, spin-offs, liquidation, bankruptcy, bonus issue, buyback and other activities of similar import.

**“Closed Position”** means the opposite of an Open Position.

**“Close at Loss”** shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

**“Close at Profit”** shall mean offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

**“Contract for Difference (CFD)”** shall mean the Financial Instrument which is a contract between the parties (described as “buyer” and “seller”), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time, if the difference is negative then the buyer pays instead to the seller.

**“Counterparties”** shall mean banks and/or brokers through whom the Company may cover its transactions with Clients.

**“Common Reporting Standard (CRS)”** shall mean an information standard for the automatic exchange of tax and financial information on a global level, which the Organisation for Economic Co-operation and Development (OECD) developed in 2014. Its purpose is to combat tax evasion.

**“Currency Pair”** shall mean the object or Underlying Asset of an FX Contract 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.

**“Coupon Rate”** shall mean the interest rate applicable to bond CFDs and are in line with the percentage of the bond’s par amount invested.



“**CySEC**” shall mean the Cyprus Securities and Exchange Commission, which is the Company’s supervisory authority.

“**CySEC Rules**” shall mean the Rules, Directives, Circulars, Regulations, Guidance notes and opinions, including but not limited to recommendations of CySEC.

“**Difference**” shall mean in an FX and CFD the difference in price upon the opening of a Transaction and the closing of such Transaction.

“**Durable Medium**” means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored.

“**Equity**” means the balance plus or minus any profit or loss that derives from any open positions.

“**Execution**” means the execution/completion of client’s orders on the Company’s trading platform, where the Company acts as the Execution Venue to Client’s transactions.

“**Execution Venue**” the counterparty for transactions and holder of the Clients securities or other assets deposited.

“**FATCA**” shall mean the United States Foreign Account Tax Compliance Act.

“**FX Contract or FX**” shall mean the type of CFD where the Underlying Asset is a Currency Pair. Hence, any mention to CFDs in this Agreement also covers FX Contracts. Therefore, although FX Contracts are included in the definition of CFDs, they may be mentioned separately in this Agreement and/or on the Company’s Website and various Company policies..

“**Floating Profit/Loss**” shall mean the unrealized profit/loss of open positions at current prices of the Underlying Assets.

“**Free Margin**” means the funds that are available for opening a position. It is calculated as:

*Free Margin = Equity - Margin.*



“**Initial Margin**” shall mean the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform(s) from time to time for each particular Underlying Asset.

“**Margin**” shall mean the Initial Margin and the Maintenance Margin collectively.

“**Margin Call**” shall mean a demand by us for you to increase the amount of money in your Trading Account to satisfy our Margin requirements, from time to time, in our sole and absolute discretion, including without limitation a call under paragraph 20.2 of this Agreement.

“**Margin Level**” means the percentage of Equity to Margin ratio. It is calculated as:

*Margin Level = Equity/ Necessary Margin*

“**Market Order**” shall mean Orders which are executed at the best available market price.

“**Market Rules**” means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.

“**MTF**” means Multilateral Trading Facility.

“**Open Positions**” means any open contract which has not been closed.

“**Order(s)**” means an instruction from the Client to trade in FX and/or CFDs. For FX and CFD it means a Stop Loss or Take Profit order.

“**Over the counter (OTC)**” means any Contract concerning a commodity, security or other financial instrument or property which is not traded on a regulated stock or commodity exchange but “over the counter”.

“**Personal Data**” means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier.



**“Registration Data”** shall mean certain personal and financial information that you are required to provide in order to complete the Account Opening Application Form and become Company’s Client, such information can include without limitation a copy of your passport, driving license and/or photo identity card.

**“Security”** means any securities or other assets deposited with the execution venue.

**“Sell”** mean an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset, and may also in our dealings with you, be referred to as a *“short”* or *“short position”*.

**“Services”** the services to be offered by the Company to the Client under this Agreement, as defined in detail below in section 4 of this Agreement

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

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

**“Terms”** mean these Terms of business governing all the actions that relate to the execution of your trades.

**“Transaction”** and/or **“Trading Transaction”** shall mean either the opening or closing of an offer to either buy or sell FX and CFD for an Underlying Asset on the Trading Platform(s), whether by you or us.

**“Trading Platform(s)”** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs, and technical facilities, which facilitate the trading activity of the Client in FX and CFDs via the Trading Account.

**“Trading Account”** shall mean the exclusive personalized account of the Client consisting of all the Open Positions and Orders of the Client the balance of the Client money and deposit/withdrawal transactions of the Client money. More information on the various types of Trading Accounts offered by the Company from time to time and their particular characteristics and requirements may be found on the Website [www.oexn.com](http://www.oexn.com)

**“Underlying Asset”** shall mean the object or underlying asset in a CFD which may be Currency Pairs (for FX Contracts), Equity Indices, base of precious Metals, Forwards, Commodities, Stocks, Shares, Indices and Futures. It is understood that the list is subject to change and Clients must refer each time on



the Trading Platform(s).

“**Underlying Market**” shall mean the relevant market where the Underlying Asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organisations, multilateral trading facilities or alternative trading systems.

“**Written Notice**” shall have the meaning set out in clause 3.12 of this Agreement.

- 1.1. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include singular and a reference to one gender shall include a reference to the other genders. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.2. Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. Any reference to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.
- 1.4. Any words following the terms *including, include, in particular, for example*, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

“**US Reportable Persons**” – In accordance to FATCA, US Reportable persons are:

- a) A US citizen (including dual citizen)
- b) A US resident alien for tax purposes
- c) A domestic partnership
- d) A domestic corporation
- e) Any estate other than a foreign estate
- f) Any trust if:
  - A court within the United States is able to exercise primary supervision over the administration of the trust;
  - One or more United States persons have the authority to control all substantial decisions of the trust;
  - Any other person that is not a foreign person





In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

### 3. ACKNOWLEDGEMENTS

- 3.1. This Agreement is entered by and between OEXN LIMITED (hereafter the “Company” or “we” or “us”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Procedure and has been accepted by the Company as a Client (hereafter the “Client” or “you”) on the other part, collectively referred to as “the Parties”. The main business of OEXN LIMITED is the provision of investment services via an online trading platform for trading in Contracts for Difference (the “Trading Platform”). When we refer to “you” and “your” we mean a registered user of the Trading Platform or a visitor to [www.oexn.com](http://www.oexn.com).
- 3.2. This Agreement together with the following documents: Client Agreement, Client Categorization Policy, Investor Compensation Fund Policy, Complaints Handling Procedure, Conflicts of Interest Policy, Best Execution Policy, Privacy Policy, General Risk Disclosure Statement, as amended from time to time and any subsequent Appendices added thereto, set out the terms and conditions upon which the Company will offer its services to the Client and shall govern the relationship between the Parties. By completing the Company’s Account Opening Procedure to open a Trading Account the Client accepts the terms and conditions of this Agreement. By registering as a user of the Trading Platform you are also consenting to be bound by this Agreement, which shall become binding on you and us once we accept you as our Client. Physical signature of the Agreement is not required.
- 3.3. The Client acknowledges that he/she has read, understood and accepted all of the terms and conditions contained in this Agreement without modifications as well as read, understood and



accepted all the above mentioned documents which form the Agreement found on the Company's website such as "Client Agreement", "Client Categorization Policy", "Investor Compensation Fund Notice", "Complaints Handling Procedure", "Privacy Policy", "Disclaimer", "Conflicts of Interest Policy" and "Best Interest & Order Execution Policy", before he/she become a Client of OEXN LIMITED. By continuing to access or use the website, you agree to follow the terms and conditions of this Agreement as they may apply to you.

- 3.4. We reserve the right to amend the Terms and Conditions from time to time, especially when required by legislative or regulatory requirements or a change in our internal policy. You will be notified of the amendment to the terms and conditions of the Agreement either through an informative email or by an electronic notification message on the Trading Platform. Following such a notification, you are free to accept the amendment in the Agreement and continue using the Trading Platform and our Services or reject the amendment and discontinue using our Trading Platform. Where you reject the amendment, we will terminate the Agreement in accordance with Section 26. Your continued use of the Trading Platform will constitute acceptance of the amendment. Any amendment to the Agreement shall apply to all of your Positions and Orders from the time specified in our informative email and/or electronic notification message.
- 3.5. If you do not agree to be bound by the terms and conditions of this Agreement please cease using our services immediately and inform us in writing immediately. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations or a request of a supervisory body may, if necessary, take effect immediately.
- 3.6. In the event that the Client does not want to accept proposed changes to the Agreement the Client can request to terminate the Agreement.
- 3.7. This Agreement overrides any previous agreements, arrangements, express or implied statements made by the Company. This Agreement is effective upon acceptance of the terms and conditions when you register as a new Client.
- 3.8. In the event of a conflict between OEXN LIMITED Terms & Conditions expressed in English and OEXN LIMITED Terms & Conditions expressed in any other language, the terms & conditions expressed in English is the governing version and shall prevail over the versions expressed in any other language.
- 3.9. The client acknowledges that he/she read, understood and accepted the Agreement as amended from time to time, in addition to any information contained within the Company's website available at [www.oexn.com](http://www.oexn.com) including but not limited to the information contained within the "Legal"



section.

- 3.10. The Client understands that no physical delivery of a CFD's underlying instrument that (s)he traded through his/her Trading Account shall occur.
- 3.11. You are responsible for your decisions, and we do not and will not provide any advice in relation to a Transaction, your portfolio or trading strategy. This means that we will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular Transactions, any tax consequences or the composition of any Account or any other rights or obligations attaching to such investments or Transactions. Therefore, you must rely on your own judgment in deciding to enter into or close a Transaction.
- 3.12. Communication, Notices & Records
- a. Unless otherwise agreed between the Parties, it is specifically provided in this Agreement that any notice, request or other communication (other than Orders which shall be given only in accordance with the relevant provisions of this Agreement), to be given to the Company by the Client under this Agreement shall be sent to the Company's business 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 contact details appearing in the Website.
  - b. It is agreed and understood that Orders shall be placed on the Trading Platform(s) and shall not be communicated to the Company in any other means. Only when the Platform(s) is not operational, Orders may be placed via phone.
  - c. In order to communicate with the Client, the Company may use any of the following methods:
    - i. Email
    - ii. Platform's internal mail
    - iii. Facsimile transmission
    - iv. Telephone
    - v. Post
    - vi. Commercial courier service
    - vii. Air mail
    - viii. Company's Website
    - ix. Personal Area



- d. The Company shall contact the Client at the contact details on his Registration Data. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.
  
- e. The following methods of communication are considered as Written Notice from the Company to the Client:
  - i. Email
  - ii. Platform's internal mail
  - iii. Facsimile transmission
  - iv. Post
  - v. Commercial courier service
  - vi. Air mail
  - vii. Company's Website
  
- f. The following methods of communication are considered as Written Notice from the Client to the Company:
  - i. Email
  - ii. Facsimile transmission
  - iii. Post
  - iv. Commercial courier service
  - v. Air mail
  - vi. Commercial courier
  
- g. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received when:
  - i. Sent by email, within one hour after emailing it and provided the email has left from the Company's outbox
  - ii. Sent by Platform's internal mail, immediately after sending it
  - iii. 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
  - iv. Sent by telephone, once the telephone conversation has been ended
  - v. Sent by post, seven calendar days after posting it
  - vi. Sent via commercial courier service, at the date of signing of the document on receipt of such notice
  - vii. Sent by air mail, 8 (eight) Business Days after the date of their dispatch
  - viii. Posted on the Company Website, within one hour after it has been posted



- ix. Posted on the Personal Area or Website, immediately once posted
  
- h. The language in which the Client may communicate with the Company is English language, which is the Company's official language. From time to time, the Company may employ staff who speak the Client's native language, in which case the Client may find it more convenient to communicate with the Company in that particular language. However, it is clarified that all documents and information provided by the Company shall be in English language. Translation or information provided in languages other than English language is not official and it is for informational purposes only and do not bind the Company or have any legal effect whatsoever. The Company bears no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.
  
- i. Telephone conversations which take place between the Client and the Company or its representatives may be recorded and kept by the Company and recordings will be the sole property of the Company.
  
- j. The Client accepts such recordings as conclusive evidence of the Orders or conversations recorded.
  
- k. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.
  
- l. The Company's records will be evidence of your dealings with us in connection with the Trading Platform(s). The Client will not rely on us to comply with his record keeping obligations, although records may be made available to the Client on request basis, at the Company's absolute discretion. The Client will not object to the admission of the Company's records as evidence in any legal or regulatory proceedings as such records as not originals, are not in writing or are documents produced by a computer.
  
- m. Under the Applicable Regulations, the Company shall keep records containing Client personal data trading information, account opening documents, communications and any other information and/or document which relates to the Client for at least 5 (five) years after the termination of the Agreement or Transaction.
  
- n. Telephone conversations and communications between the Client and the Company as well as internal communications which relate to the Client's affairs and/or Transactions and/or Orders are recorded and kept by the Company and such recordings and communication will be the sole



property of the Company. The Client hereby accepts that such recordings or communication are considered conclusive evidence of the Orders or conversations so recorded. A copy of such recordings and communications as well as internal communications which relate to the Client's affairs and/or Transactions and/or Orders will be available on request by the Client for a period of 5 (five) years and when requested by Cysec for a period of up to 7 (seven) years.

- o. The Company has automated solutions in respect to the Account opening procedure, specifically during the Appropriateness Test. The systems are constituted by a scoring system and are calculating the results automatically. By entering to this Agreement, you fully understand and consent that those Tests are automated and based on your answers, the Company may reject you as a Client and/or refuse trading on a specific financial instrument.

#### **4. PROVISION OF SERVICES**

- 4.1. If you are accepted as a Company's Client, we shall be providing the following investment and ancillary services, subject to your obligations under the Agreement being fulfilled:
  - 4.1.1. Reception and transmission of orders of the Client in Financial Instruments
  - 4.1.2. Execution of orders in Financial Instruments
  - 4.1.3. Dealing on own account
  - 4.1.4. Foreign exchange services provided they are associated with the provision of the reception and transmission services of paragraph 4.1 points 4.1.1, 4.1.2 and 4.1.3 of this Agreement
  - 4.1.5. Provide safekeeping and administration of financial instruments for the account of the Client (as and if applicable), including custodianship and related services such as cash/collateral management
  - 4.1.6. Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction
  - 4.1.7. Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments
- 4.2. It is agreed between the Parties that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.
- 4.3. It is further agreed between the Parties that not all of the Services under clause 4.1 of this Agreement may be applicable for each Client.
- 4.4. The Company reserves its right to alter, update or downgrade its Services at any time pursuant to the Applicable Regulations, and inform the Client in writing within a reasonable timeframe. .



## 5. APPLICATION AND REGISTRATION DATA

- 5.1. In order to use the Trading Platform(s) and any and all other Services, the Client shall be registered with the Company, by providing personal details, including but not limited to identity documents considered as Registration Data. The Client shall duly complete and submit the Account Opening Application Form together with all the required identification documents and Registration Data described therein, as it is a mandatory requirement for the Company in order to do all appropriate internal checks. The Company shall inform the potential client within reasonable time, by sending a written notice (either by email or mobile application etc.), whether the potential client has been accepted as a Company's Client.
- 5.2. The Parties acknowledge and agree that the Company is not required in any way whatsoever (may be unable under Applicable Regulations) to accept the potential client as the Company's Client, until all documentation the Company requires has been received, properly and fully completed, proper checks and due diligence has been contacted by the Company (including but not limited to anti-money laundering checks, appropriateness or suitability tests as the case may be) and the Company has been duly satisfied that the potential client fulfils the Company's onboarding standards.
- 5.3. The Client acknowledges and agrees that the Company reserves its right in full, to impose any additional due diligence requirements to accept any potential client residing in certain countries or any other measure deemed by the Company necessary in order to comply fully with the Applicable Regulations.
- 5.4. The Client further agrees that the Company reserves the right to limit, block access to the Client's Account(s) and/or terminate the business relationship and/or reject the opening of the Client's Account and/or close the account if the required documentation and/or information appears at the time during the establishment of the business relationship to be inaccurate, false, incorrect and/or incomplete, and/or if the Client is not willing or refuses to provide and/or produce any required information and/or data within a reasonable timeframe.
- 5.5. The Client hereby further agrees, undertakes and warrants to the Company that he/she/they will:
- (a) Notify the Company of any changes to their personal and financial information and/or in their financial condition by emailing at [ ]
  - (b) Provide true, accurate, recent and complete Registration Data as prompted by the registration process;
  - (c) Maintain and promptly update the Registration Data to keep it accurate, recent and complete by emailing any changes to [ ]; and





- (d) Ensure that you log out from your Trading Account(s) at the end of each session on the Website.
- 5.6. It is understood that the Company may carry out credit and other checks from time to time, as deemed necessary and appropriate for the smooth operations of the Company. The Client's Registration Data or any other information available to the Company, may be used in the prevention of money laundering as well as for the management of the Client's account. The Client hereby authorises the Company to use their Registration Data and other information available to the Company, to perform the necessary checks in relation to the Client's application process.
- 5.7. In the event that the Company becomes aware of any illegal or unlawful activity, impropriety in the Registration Data or failure of any due diligence requirement, the Company has the ultimate right to freeze the Client's Account. Should such an event occur the Company may not be in a position to release funds and may not be able to carry out subsequent instructions from the Client.
- 5.8. The Client understands and accepts that, once they are logged into the Trading Platform(s) by using their Account Credentials, they authorise the Company to rely on any information or instructions set forth in any data transmission using their Registration Data, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Without limitation of the foregoing, the Company bears no responsibility for transmissions that are inaccurate or not received by the Company, and the Company may execute any Transaction on the terms actually received by the same.
- 5.9. In the event where the Client is a legal person, it is obligatory to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal identifier.

## **6. APPROPRIATENESS**

- 6.1. In providing the Services of Reception and Transmission and Execution of Client Orders, the Company is obliged under the Applicable Regulations to seek information from the Client or potential client, regarding his knowledge, experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, ability to bear losses and risk tolerance, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the subject Client.





- 6.2. Where the Client or potential client elects not to provide the information regarding his knowledge, experience, ability to bear losses and risk tolerance or where he provides insufficient information regarding his knowledge, experience, ability to bear losses and risk tolerance, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him and therefore the Company is duly authorised and entitled at its sole discretion to request additional information regarding the Client and/or to request an update of the data notified by the Client, whenever deemed necessary.
- 6.3. The Company shall assume that information about the Client's knowledge, experience, ability to bear losses and risk tolerance provided from the Client to the Company is accurate and complete and the Company shall have no responsibility whatsoever to the Client, if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of any related changes.

## 7. CLIENT CATEGORISATION

- 7.1. The Company shall treat you as a Retail Client for the purposes of CySEC Rules and the Applicable Regulations. You have the right to request a different method of categorization as is explained under the Client Categorization Policy, which is publicly available on the Website. However, if you request a different categorization and the Company agrees to such categorization based on the information brought to it, you hereby accept that the level of protection that is afforded by CySEC Regulations and other Applicable Regulations may differ, including but not limited to:
- (a) The requirement for the Company to act in accordance with your best interests;
  - (b) The Company's obligation to provide appropriate information to you before providing the Services;
  - (c) The restriction on the payment or receipt by us of any inducements;
  - (d) The Company's obligation to achieve best execution in respect of your orders;
  - (e) The requirement to implement procedures and arrangements which provide for the prompt, fair and expeditious execution of your orders;
  - (f) Our obligation to ensure that all information we provide to you is fair, clear and not misleading; and
  - (g) The requirement that you receive from the Company adequate reports on the Services provided to you.



- 7.2. The Company cannot enter into title transfer financial collateral arrangements with Retail Clients. Remuneration practices which could provide an incentive to the Company's staff to recommend a particular financial instrument to a Retail Client when the Company could offer a different financial instrument which would better meet that Client's needs are also prohibited. In the case of Professional Clients and Eligible Counterparties, the Company may agree to provide more limited information as provided by Applicable Regulations.
- 7.3. It is further agreed between the Parties that the Company has the right to review the Client's Categorization Policy and change the Client's categorization if this is deemed necessary (subject to Applicable Regulations). The Client hereby further accepts that when categorizing the Client and dealing with them, the Company will absolutely rely on the accuracy, completeness and correctness of the information provided by the Client during the onboarding process and in their Account Opening Application Form, including but not limited into any other document which needs to be completed prior or after the Account opening. The Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.

## **8. ACCOUNT OPENING ELIGIBILITY**

- 8.1. The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence.

Without limiting the foregoing, our Services and/or the use of the Company's electronic system(s) and/or Trading Platform are not available to any person who:

- (a) Is under the age of 18 or otherwise under legal age ("Minors") in their jurisdiction
  - (b) Is not of legal competence or of sound mind;
  - (c) Is a citizen or resident of the countries which the Company does not accept Clients; or
  - (d) Is an employee, director, associate, agent, affiliate, relative or otherwise connected to the Company or any affiliate thereto.
- 8.2. Without derogating from the above, the Company reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Company's service(s) and/or electronic system(s) and/or Trading Platform to anyone in our sole and absolute discretion.
- 8.3. Shall the case described in 8.1 a) apply, the Company will refund the full deposited amount back to the source, whereby any losses or profits resulting from the trading will be forfeited.

## **9. ORDERS**

- 9.1. Orders are executed according to the Best Execution Policy, which are binding on the Client and can be found at the Company's website.



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

## **10. OPENING AND CLOSING ORDERS/TRANSACTIONS**

- 10.1. On the Trading Platform, you shall be entitled to make an offer to open a Transaction at the best available rate on the Trading Platform (“Market Order”) at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction (“Limit Order”). With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Trading Platform from time to time. If you choose to open a Market Order, your offer will be accepted at the best possible rate offered on the Trading Platform.
- 10.2. With respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. At any time prior to acceptance of a Limit Order, you may cancel the Limit Order without any further liability.
- 10.3. Orders can be placed and (if allowed) changed within the Trading Hours for each type of FX and CFD appearing on the Company’s Website, as amended from the Company from time to time.
- 10.4. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company’s rights to close the open spot position.
- 10.5. Market Orders not executed due to insufficient equity in the trading account will not remain effective and will be cancelled.
- 10.6. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Trading Account funds are not sufficient to cover margin requirements.



- 10.7. Orders may be cancelled or amended by the Client before they are executed.
- 10.8. The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed. In order to change the expiry the Client will need to cancel the Order and place a new one.
- 10.9. FX and CFD Orders on currencies are executed as follows:
- Take Profit (T/P) orders are executed at first market prices;
  - Stop Loss (S/L) orders are executed at first market prices;
  - Stop Loss (S/L) orders set for lock positions are executed at first market prices;
  - Limit orders are executed at first market prices;
  - Buy Stop and Sell Stop orders for position opening are executed at first market prices.
- 10.10. The Client acknowledges and agrees that due to market volatility and factors beyond its control, the Company cannot guarantee that an Order will be executed at the level specified in the Client Order, for example, an Order may be closed at a worse price than as originally specified by the Client in such an Order. In such an event, the Company will close the Transaction at the next best price.
- 10.11. With respect to a Close at Profit where the price for an Underlying Asset moves to the Client's advantage (for example, if the price goes down as the Client Buys or the price goes up as the Client Sells), the Client agrees that the Company can pass such price improvement on to the Client.
- 10.12. In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, the Company will not send a re-quote to the Client (with the price it is willing to deal until the price the Client asks is available). The Order will be rejected and the Client will need to place another Order.

## 11. ABUSIVE TRADING

- 11.1. If the Company reasonably suspects that the Client performed abusive trading it may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
- (a) Terminate this Agreement immediately without prior notice to the Client;
  - (b) Cancel any Open Positions;
  - (c) Temporarily or permanently bar access to the Trading Platform or suspend or prohibit any functions of the Trading Platform;
  - (d) Reject or Decline or refuse to transmit or execute any Order of the Client;
  - (e) Restrict the Client's trading activity;



- (f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country;
- (g) Cancel or reverse of profits gained through abusive trading in the Client Account;
- (h) Take legal action for any losses suffered by the Company.

11.2. The Company reserves the right to adjust swap charges on equities or indices CFDs for any Client's trading account and/or reverse any cumulative profits derived if it suspects that the particular Client is deliberately attempting to take advantage of any Corporate Actions (i.e. ex-dividend, share split etc) affecting the price movement of the underlying assets.

11.3. Clients understand that Corporate Actions inevitably affect the price movement of an underlying asset and accept that, for the purposes of this Agreement, deliberately taking advantage of Corporate Actions while trading with OEXN LIMITED is a form of abusive trading which may trigger any of the actions listed under this paragraph.

Should abusive trading in the above form, or any intent to do so, be suspected, the Company may, in its sole and absolute discretion, (a) adjust or refuse to accept or close any open positions, (b) adjust swap charges on equities or indices CFDs or any Client's trading account(s), (c) reverse and/or subtract, even retrospectively, any cumulative profits derived in such a way from a Client's balance.

Clients understand that they are solely responsible for checking any available information on Corporate Actions that may affect their position and the Company has no obligation to proactively contact its Clients holding any such positions.

## **12. REFUSAL TO EXECUTE ORDERS**

12.1. The Company has the right, at any time and for any reason and without giving any notice and/or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- (a) If the Company has adequate reasons to suspect that the execution of an Order is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or terrorist financing or fraud or if it can potentially affect in any manner the reliability, efficiency, or smooth operation of the Trading Platform.
- (b) If the Client does not have sufficient available funds deposited with the Company or in his bank account to pay the purchase price of an Order along with the respective fees and commissions necessary to carry out the transaction in the Trading Platform. In the event that the Company does refuse to execute an order, such refusal will not affect any obligation which the Client may



have towards the Company or any right which the Company may have against the Client or his assets.

- (c) If the order is a result of the use of inside confidential information (insider trading).

### **13. CANCELLATION OF TRANSACTIONS**

13.1. The Company has the right to cancel a transaction if it has adequate reasons / evidence to believe that one of the following has occurred:

- (a) Fraud / illegal actions led to the transaction;
- (b) Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third party service providers;
- (c) The Company has not acted upon Client's instructions;
- (d) The Transaction has been performed in violation to the provisions of this Agreement.

### **14. FORCE CLOSURE**

14.1. If the prices quoted on the Trading Platform(s) change such that the total Difference payable by you pursuant to all of your open Transactions equals or exceeds the total Maintenance Margin for all such Transactions, or the amount in your Trading Account is equal to or less than the total Maintenance Margin for all of your open Transaction(s), or you fail to comply with a request made to contact the Company immediately (within 10 Business Days) from the date report/trade confirmation of the Order was sent or ought to have been sent where the Client has a reason to believe that a report/trade confirmation is false or if the Client does not receive a report/trade confirmation when he should, or if we receive a charge-back from your credit card issuer or with respect to any other payment method for any reason, you acknowledge and agree that the Company has the ultimate right, in its absolute discretion, to immediately close any and all of your Open Positions whether at a loss or profit without any prior notice to you. The exercise of our right to force closure to your Open Positions will not result in termination of your Trading Account or of this Agreement, unless we send you a written notice of termination.

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



14.3. The Company reserves its right in the event that the Client maintain 500 (five hundred) or more Open Positions at any point in time, merge any Open Positions as and where possible (“*Portfolio Compression*”).

## 15. CLIENTS FUNDS

15.1. The Company will promptly place any Client Funds it receives into one or more segregated account(s) with reliable financial institutions such as a bank or a credit institution and the Client funds will be segregated from the Company’s own money and cannot be used in the course of its business.

15.2. The Company may hold Client Funds together with money of other clients in the same account (omnibus account).

15.3. According to Applicable Regulations, for the purposes of safeguarding of Client Funds, the Company:

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

15.4. According to Applicable Regulations, the Company exercises due skill, care and diligence in the selection and appointment and periodic review of the financial institutions and the arrangements for holding of Client Funds. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client’s rights, diversification, as well as any legal or regulatory requirements or market practices related to holding of Client Funds that could adversely affect the Client’s rights. Diversification requirements will not apply to client money placed with a third party merely for the purpose of executing a Transaction for the Client.

15.5. The Company may deposit Client Funds with a third party (i.e. Financial Institution, a market, a





settlement agent, a clearing house or OTC counterparty) and the Company does not grant security interests, liens or rights of set-off over client financial instruments or funds which enable third parties to dispose of the client's financial instruments or funds in order to recover debts that do not relate to the client or provision of services to the client are not permitted except where it is required by the applicable law in a third country jurisdiction in which the client money may be held. If the Company will enter into such an agreement, it will amend this Client Agreement accordingly to reflect this.

15.6. The Company does not conclude title transfer financial collateral arrangements with any Client who is a retail client for the purpose of securing or covering present or future, actual or contingent or prospective obligations of such Client.

## **16. STATEMENT OF CLIENTS FINANCIAL INSTRUMENTS**

16.1. Funds belonging to the Client that will be used for trading purposes will be kept in an account with any bank or financial institution used to accept funds which the Company will specify from time to time and will be held in the Client's name and/or the Company's name denoted as clientsaccount. The legal and regulatory regime applying to any such person might be different from the legal and regulatory regime in Cyprus and the European Union and in the event of the insolvency or any other analogous events or equivalent failure of that person, Client's funds may be treated differently from the treatment which would apply if the funds were held with a bank in an account in Cyprus and the European Union. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

16.2. The Company exercises due skill, care and diligence in the selection of the financial institution according to paragraph 16.1. of this Agreement. The Company takes into account the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect Client's right. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

16.3. The Company may use a Third Party in a country outside European Economic Area and where the holding and safekeeping of financial instruments is not regulated. The Company will only do so when the nature of the financial instruments or of the other services provided for the Client requires them to be deposited with such a Third Party or where the Company consider that this course of action is consistent with the Company's obligations and services to the Client. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to





separate it from the Clients' Funds, or the third party's money in which case the Client will not have any claim in case of insolvency.

16.4. The Company is a member of the Investors Compensation Fund (ICF). Under Cyprus law retail Clients are afforded the highest possible level of protection and are covered by Investor Compensation Fund ("ICF"). Professional Clients and Eligible Counterparties are not covered by the ICF. For further details please refer to the document with the title Investors Compensation Fund, found on the Company's Website.

16.5. Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to rights of credit facilities.

## 17. PRIVACY

17.1. We collect and use your Personal Data in accordance with our Privacy Policy which forms part of the Agreement and is available on our Website. In entering into this Agreement you are providing us with personal information within the meaning of the Law providing for the Protection of Natural Persons with regard to the Processing of Personal data and for the free movement of such data (hereafter "Law 125(I)/2018"), the Privacy and Electronic Communications (EC Directive)(Amendment) Regulations 2011 and the General Data Protection Regulation (GDPR) (EU) 2016/679 (hereafter "GDPR"). You consent to us processing all such information for the purposes of performing our obligations under this Agreement and for the purpose of administering the relationship between you and us. You agree we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our product and services in line with our Privacy Policy.

17.2. You are obliged to keep your usernames and passwords secret and ensure that third parties do not obtain access to your Trading Account. Without prejudice to any other provisions of this Agreement, you will be liable for all Transactions and/or Contracts executed by means of your Access Codes, even if such may be wrongful.

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

17.4. We, OEXN LIMITED, are the data controller for the purposes of the Data Processing Law. You agree



that we, our Associates, any member of our Group, any persons deriving rights from us or our Associates, any members of our Group, agents or sub-contractors which we engage or work through for the purpose of collecting, storing and processing Personal Data and any third parties acting on our or their behalf ("Third Parties") may collect, process use and store Personal Data provided by you for the purposes of, or related to, the carrying out of the Transactions and other services within the scope of this Agreement, operational support and development of our or their businesses, providing us or them with professional or other services, in enforcing our or their contractual or other rights, and for the purposes of enabling compliance with the contractual, legal and regulatory provisions anywhere in the world to which we or our Associates and Third Parties are subject.

- 17.5. Indicatively, we, our Associates, any member of our Group and Third Parties may use Personal Data provided by you for:
- (a) performing the appropriateness assessment carried out pursuant to the provisions of Clause 6 ("Suitability and Appropriateness"),
  - (b) anti-money laundering and other regulatory compliance purposes,
  - (c) detection and prevention of fraud,
  - (d) for the purpose of complying with the Applicable Laws and Regulations, or other legislative provisions which may be applicable to Third Parties,
  - (e) to enable us to provide you with services pursuant to the provisions of this Agreement,
  - (f) for statistical and product development purposes, including for identification of products and services which you may be interested in, and
  - (g) for the purposes of understating and developing the Group's businesses, services and products.
- 17.6. We may also obtain information or verification of the information you provide us from the Third Parties that are licensed to provide such data and / or services or from other reputable sources and databases that we may select at our discretion. You expressly consent and agree to our use of such Third Parties. You hereby authorize us to use the information you provide to us, as well as any other information we receive from the Third Parties for the purposes of our aforementioned evaluation and checks.
- 17.7. We, our Associates, any member of our Group and any Third Party, may disclose Personal Data provided by you to us, to any of the following:
- (a) Our Associates, any member of our Group and Third Parties, on the understanding that such Personal Data will be kept confidential,



- (b) Any regulatory, governmental or other authority, body or person to which we or our Associates, any member of our Group or any Third Party is/are required or permitted under the Applicable Laws and Regulations or other legislative provisions or intergovernmental agreements, which may be applicable to Third Parties, to make such disclosure,
- (c) Acting in good faith, in response to any inquiry made for the purposes of prevention of fraud.

17.8. Personal Data which you provide will be added to databases and stored for the purpose of informing you about the products and services offered by us and our Associates which may be of interest to you. If you do not wish to receive this information, you can inform us by contacting our Customer Support Department through the Contact Us page.

17.9. Details regarding your rights under the Data Processing Law including your right to access to and rectification of the Personal Data which you provide to us can be found in our Privacy Policy.

17.9.1. As the line of business and products offered by us and our Associates evolves, Personal Data may be used in ways other than the above. Where there are significant changes to the ways in which we or our Associates or Third Parties use Personal Data provided by you, we will notify you in writing and obtain your express written consent for using your personal data in the way notified to you. If you continue to use your Account 30 days after receiving this notification, and unless and until you notify us otherwise in writing, we will consider that you have consented to the use of Personal Data as notified to you.

17.9.2. You agree that processing and storage of Personal Data provided to us by you may be carried out in or from any jurisdiction within or outside of the European Union including in or to countries or territories which do not offer the same level of protection of personal information as is enjoyed within the European Union.

17.9.3. You hereby represent that, where you are a non-physical person providing to us Personal Data of any individual or where you are an individual providing us with Personal Data of any individual other than yourself, you hereby undertake and represent that such person, whose Personal Data is collected, stored and processed in accordance with the provisions contained herewith, has been informed of and has given their consent to such collection, storage and processing of their Personal Data on the terms contained herein and that they have been informed of their rights in relation to their Personal Data which is held and processed in accordance with the terms contained herein.

17.9.4. You hereby acknowledge that we rely on the Personal Data provided to us in carrying out our obligations under the law and this Agreement and you undertake to provide us with



updates as to the Personal Data provided, such that the Personal Data remains current and correct.

## **18. DEPOSITS & WITHDRAWALS**

- 18.1. The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer or any other available method of payment accepted by the Company from time to time. The Company will not accept third party or anonymous payments in the Trading Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on your country of origin as specified in the Client's address and shall be specified on the Trading Platform(s). The Company shall not, and the Client shall not request the Company to, convert any funds standing to his credit or which have been paid by him into his Trading Account in one currency to another currency. The detailed information about deposit options is available to the Website.
- 18.2. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.
- 18.3. In the event that the Client proceeds with a deposit, the Company shall credit the relevant Trading Account with the relevant amount actually received by the Company within (1) Business Day following the amount is cleared in the bank account of the Company.
- 18.4. In the event that the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the Transfer. The Client agrees that any charges of the investigation may be deducted from his Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.
- 18.5. The Company shall effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.
- 18.6. Upon the Company receiving an instruction from the Client to withdraw funds from the Trading Account, the Company shall pay the said amount within five (5) Business Days, if the following requirements are met:
- (a) The withdrawal instruction includes all necessary information in the Client Area;



- (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 funds were originally deposited in the 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 the amount specified in the withdrawal instruction including all payment charges;
- (e) There is no Force Majeure event which is prohibiting the Company from effecting the withdrawal;
- (f) The Client must be fully verified according to Verification guidelines set forth on the Website.

18.7. In case any of the above-mentioned conditions have not been met, the Company shall at its absolute discretion take any necessary actions to ensure that:

- (a) The identity of the Client is appropriately verified
- (b) The transfer is effected to the account that belongs to the Client
- (c) The Client has sufficient funds in his Client Account in order to maintain all Open Positions

All such necessary actions shall be processed in a reasonable time, which may exceed the time period set out in this clause and the Company shall not be liable for any delay cause in payment the respective amount back the Client, until the full satisfaction of the above-mentioned conditions.

18.8. It is agreed and understood between the Parties that withdrawals will only be effected towards the Client. The Company will not make withdrawals to any other third-party or anonymous account.

18.9. The manner in which the Company remits funds to the Client will be in the Company's absolute discretion. The Company reserves its right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

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

18.11. Withdrawal fees may apply from to time depending on the Client or type of Trading Account. All applicable fees may be found on the Website.

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



18.13. The Company reserves the right to seek reimbursement from the Client, if it receives a charge-back from any credit card issuer or with respect to any other payment method, for any reason. The Company may obtain such reimbursement by charging the Client's Trading Account, deducting amounts from future payments owed to the Client, charging the Client's credit card or obtaining reimbursement from the Client by any other lawful means. All bank charges whatsoever, arising will be deducted from the Client's Trading Account.

## 19. CHARGES

- 19.1. Taking into account the overarching obligation to act in accordance with the best interest of clients and the importance of informing clients, on an ex-ante basis, of all costs and charges to be incurred, as per Regulation 2017/565, this information is available at the Company's website at <http://www.oexn.com/fees> and in the Company's KIID published on its website. The Client is solely responsible for requiring clarifications from the Company in relation to the above, if necessary.
- 19.2. By accepting the Agreement, the Client has read, understood and accepted the information available on the Company's Website [www.oexn.com](http://www.oexn.com), in which all related spreads, charges, margin, interest and other rates are explained. The Company reserves the right to amend, from time to time, at its discretion any of the charges applicable to Client when trading financial instruments without prior written notice to the latter; such amendments will be available on the Company's Website [www.oexn.com](http://www.oexn.com) which the Client must review during the period the Client is dealing with the Company and especially before and after placing any orders to the Company.
- 19.3. **Spread(s) and Commission(s):** The applicable spread(s) and commission(s) charged when conducting a trade are available online on the Company's website [www.oexn.com/pricing](http://www.oexn.com/pricing).
- 19.4. In respect of any transactions to be effected OTC, the Company shall be entitled to quote prices at which the Execution Venue is prepared to trade with the Client. Save where the Company exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.
- 19.5. The information about all costs and charges, will be aggregated to allow the client to understand the overall cost as well as the cumulative effect on return of the investment, and where the client so requests, a detailed breakdown will be provided.
- 19.6. The Company does not accept or retain any fees and/or non-monetary benefits.
- 19.7. Other charges: the Company reserves the right to charge extra service fees for any documents requested by the Client for his/her personal use such as but not limited to acknowledgement



letters, account confirmation letters for tax purposes or communication retrieval other than already included in the dedicated section for data transfer on the Client's dashboard. The Company will communicate the fees to the Client upon receiving a request for any of the requested documentation.

19.8. The fees and charges are denoted in Euro. The Euro amount or trading account currency equivalent will be deducted from the Client's account balance upon delivering the requested document.

## **20. MARGIN REQUIREMENTS & CALLS**

20.1. In order to open a Position for an Underlying Asset, the Client undertakes to provide the Initial Margin in his Trading Account. In order to keep a Position Open, the Client undertakes to ensure that the amount in his Trading Account equals or exceeds the Maintenance Margin. Margin Requirements are available on the Trading Platform(s). The Client further acknowledges that the Margin for each Underlying Asset differs. Deposits into the Client's Trading Account can be made by wire transfer or another method of payment, to a bank account, or any other location, as the Company may notify the Client from time to time. Based on the amount of funds that the Client has in his Trading Account, the Company reserves the right to limit the amount and total number of open Transactions that he may wish to open or currently maintain on the Trading Platform(s). It is understood by both Parties that different type of Trading Account is offered by the Company, from time to time, which may have different Margin Requirements.

20.2. It is the Client's absolute responsibility to ensure that he understands how Margin Requirements are calculated. In the event that the account equity falls under the Margin requirement, that is equivalent to 50%, the Trading Platform(s) will trigger an order to close starting with positions with bigger losses until the margin level reaches the 50% of the higher. When positions have been over-leveraged or trading losses are incurred to the point that insufficient Equity exists to maintain the current open positions, a Margin Call will result, and open positions will need to be liquidated.

20.3. Unless a force majeure event has occurred, the Company reserves its right to change the Margin Requirements, giving to the Client 5 (five) Business Days Written Notice, prior to the subject changes. The new Margin Requirements shall apply to all new positions. In the event of Force Majeure, the Company will have the right to change the Margin requirements without prior Written Notice to the Client, which will apply to the new positions and to the positions which are already open where this is deemed necessary and appropriate by the Company. All relevant changes shall apply and be effected on the Platform(s) and/or the Website and the Client is responsible to check for any such updates and remain at all times informed. It is the Client's responsibility to monitor at all times the





amount deposited in his Trading Account against the amount of any Margin Requirement under this Agreement and any additional Margin which may become necessary.

- 20.4. The Client is duly aware and understands that the Company may, in its absolute discretion, require to take certain action in the Client's Trading Account pursuant to a Margin Call. A certain Margin Call may be based upon a number of factors, including but not limited to the overall position of the Client with the Company, the Client's account size, the number of open Transactions the Client might have at the time, the volume traded, the Client's trade history and the current market conditions.
- 20.5. The Company shall not have an obligation to make any Margin Call to the Client but in the event that the Company decides to do so, or in the event that the Trading Platform(s) warns the Client that it reached a certain percentage of the Margin in the Trading Account, the Client should take any one of the three options below within a short period of time, to deal with the situation:
- (a) Limit his exposure (close trades); **or**
  - (b) Hedge his positions (open counter positions to the ones he has right now) while revaluating the situation; **or**
  - (c) Deposit more funds in his Trading Account.
- 20.6. Failure to meet the Margin Requirements at any time or failure to take an action under clause 20.5 above, gives the Company the right in its absolute discretion, to close any and/or all of the Client's Open Positions whether at a loss or profit without further notice to you. It is the Client's absolute responsibility to monitor, at all times, the amount deposited in his Trading Account against the amount of Maintenance Margin required as a result of his trading decisions and it is understood that the Company has the right to take the actions of this clause, even if a Margin Call is not made under clause 20.5 above.
- 20.7. Margin shall be paid in monetary funds in the Currency of the Trading Account.
- 20.8. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.
- 20.9. If the Client has more than one Trading Account with the Company, each Trading Account will be treated as separate. Therefore, any credit on one Trading Account, including amounts deposited as margin, will not discharge your liabilities in respect of any other Trading Account. It is the Client's responsibility to ensure the required level of margin is in place for each Trading Account separately.





## 21. REPRESENTATIONS AND WARRANTIES

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

- (a) The Registration Data provided to us during the Account Opening Application Form and the applicable process, and at any time thereafter is complete, true, accurate and not misleading in all respects and the certificates provided are authentic, true and correct.
- (b) You are of sound mind, legal age and legal competence.
- (c) You are duly authorised to execute and deliver the Agreement, to open each Transaction and to perform your obligations hereunder and thereunder and have taken all necessary steps to authorize such execution, delivery and performance.
- (d) You completely understand how the Transactions hereunder operate before you place an offer to open a Transaction on the Trading Platform(s). By doing so, you warrant that you understand the terms and conditions of the Agreement, and any legal and financial implications thereof.
- (e) You have read and understand the Risks Disclosure and Warnings Notice found in the Website.
- (f) You have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform(s) and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform(s).
- (g) You are acting as a principal and not as an agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- (h) Any person representing you in opening or closing a Transaction will have been, and the person entering into this Agreement on your behalf is, duly authorized to do so.
- (i) You are not an employee of any Underlying Market, a corporation in which any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us.
- (j) You will not enter into any Transaction for the purposes of arbitrage, Scalping or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform(s).
- (k) You will not commit any actions or display any conduct that damages the reputation of the Company.
- (l) You have obtained all relevant governmental or other authorisations and consents required by you in connection with the Agreement and in connection with the opening or closing Transactions and such authorisations and consents are in full force and effect and all of their conditions have been and will be complied with.



- (m) The execution, delivery and performance of the Agreement and your use of the Trading Platform(s) including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected.
- (n) Other than in exceptional circumstances you will not send funds to your Trading Account from any bank account other than as stipulated in the Registration Data. Whether exceptional circumstances exist will be determined by the Company from time to time and on case-by-case basis.
- (o) 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.
- (p) The Client funds used for trading are free of any lien, charge, pledge, or other encumbrance.
- (q) You are not a Politically Exposed Person and do not have any relationship (i.e. relative or business associate) with a person who holds or held in the past 12 (twelve) months a prominent public position in any jurisdiction. If the above statement is untrue and in the event that you have not disclosed this already in the Account Opening Application Form, you will inform the Company as soon as possible, if at any stage during the course of this Agreement you become a Politically Exposed Person.
- (r) You acknowledge that the Company shall not be obliged to inform you on an individual basis for any developments or changes on existing Laws, Directives and/or Regulations, information and policies from any competent authority, but you should refer to the Website to obtain all these data and information, as well as any document(s) that the Company may from time to time publish/issue.
- (s) You confirm that you have regular access to the internet and consent to the Company providing you with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website and/or email.
- (t) You acknowledge that no representations were made to you by or on behalf of the Company, which have in any way incited or persuaded you to enter into this Agreement.

21.2. Any breach by you of any of the representations and warranties set out in clause 21 or anywhere else in this Agreement, renders any Transaction voidable from the outset or capable of being closed by the Company at our then prevailing prices, in our absolute discretion.

## 22. COMPANY'S FEES

22.1. By accepting the terms and conditions specified in this agreement, the Client has read and understood and accepted the information uploaded and found on the Company's main website, in



which all related commission, costs and financing fees are explained. The Company may amend from time to time at its own discretion all such commission, costs and financing fees. All information relating to the aforementioned amendments will be available on the main website which the Client must review and check for changes during the period that he is dealing with the Company and especially before placing any orders with the Company. The Client is deemed to have seen, reviewed and considered the Company's commission, costs and financing fees and any changes that the company may make thereto from time to time.

## **23. LIMITED LIABILITY**

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

23.2. Without prejudice to clause 23.1, our aggregate liability to you in respect of all claims arising out of or in connection with this Agreement will be limited to the aggregate amount of the deposits less withdrawals on your Trading Account.

23.3. Subject to clauses 23.2 and 23.5 below, you will be liable to us for the following actions:

- (a) Any loss (whether direct or indirect) of revenue or profits
- (b) Any loss (whether direct or indirect) of goodwill or injury to reputation
- (c) Any loss (whether direct or indirect) of business opportunity or arising from business interruption
- (d) Any loss (whether direct or indirect) of or corruption to data
- (e) Indirect, consequential, incidental, exemplary, punitive or special loss or damage in each case, arising out of or in connection with this Agreement, including but not limited as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether either party knew or had reason to know of the possibility of the loss, injury or damage in question

23.4. Nothing in this clause 23 will exclude, limit or restrict either Party's liability for fraud or fraudulent misrepresentation committed by that Party (or anyone on its behalf)

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

23.6. This Agreement set out the full extent of our obligations and liabilities in respect of the supply of the Trading Platform(s). More specifically, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us except as specifically stated in the Agreements. Any condition, warranty, representation or other term concerning the supply of the Trading Platform(s)



which might otherwise be implied into, or incorporated in, this Agreement, or any collateral agreement, whether by law or otherwise, is hereby excluded to the fullest extent permitted.

23.7. We shall not be held liable and are released from all and any claims and losses arising from:

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

## 24. INDEMNITY

24.1. In the event the Company provides the information specified in clause 31 herein, the Company shall not, in the absence of its fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given.

24.2. The Company will not be held liable for any loss or damage, or expense or loss incurred in relation to, directly or indirectly arising from but not limited to certain situation/circumstances specified in this Agreement.

24.3. If the Company, its directors, officers, employees, Affiliates, incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of this Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the Company, its directors, officers, employees, Affiliates or agents, bear no responsibility whatsoever, it is your responsibility to indemnify the Company for such.

24.4. The Company shall in no circumstance be liable to you 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 you may suffer in relation to this Agreement, the provision of the Services or the use of the Platform(s).

24.5. The Company's cumulative liability to you shall not exceed the fees paid to the Company under this Agreement for the provision of the Services and use of the Platform(s).



## 25. TERMINATION

- 25.1. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as a Client to the Company or that a Trading Account has been opened for him.
- 25.2. Without prejudice to the Company's rights under this Agreement to terminate it immediately, without prior notice to the Client, the Company may terminate this Agreement by giving at least 5 (five) Business Days Written Notice to the Client. The Client shall have the right to terminate this Agreement by giving at least 7 (seven) Business Days Written Notice to the Company.
- 25.3. Termination by any one of the Parties will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may have arisen under this Agreement, or any Transactions made hereunder.
- 25.4. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including but not limited to 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.
- 25.5. Once the Notice of Termination of this Agreement is sent and before the termination date:
- The Client will have an obligation to close all his Open Position(s). If the Client fails to do so, upon termination, the Company will close all and any Open Position(s) at current prices;
  - The Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
  - The Company will be entitled to refuse to accept new Orders from the Client;
  - The Company will be entitled to refuse to the Client to withdraw any funds from the Trading Account and the Company hereby reserves its right in full to keep the Client's funds as necessary to close position(s) which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- 25.6. Upon Termination any or all the following apply:
- The Company has the right to combine any Trading Accounts of the Client, to consolidate the Balances in such Trading Accounts and to set off those Balances;
  - The Company has the right to close the Trading Account(s);
  - The Company has the right to convert any currency in the Trading Account(s);



- (d) The Company has the right to close out the Client's Open Positions in current Quotes. In cases where the market is closed, Open Positions will be closed at the next available quote at the opening of the market;
- (e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant competent authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's 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 concluded and, where appropriate, instruct any Nominee and/or any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Client. It is mutually understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its absolute discretion, to effect third-party payments. In the event that the Client fails to provide instructions or the Client cannot be reached at his last known address, the Company shall forward such funds (at its sole discretion) directly to his bank account as notified to us or by way of a check sent by mail to the address recorded in his Registration Data. It is the Client's absolute responsibility to update his Registration Data, the Company has not liability whatsoever toward the Client for any lost money.

## 26. EVENTS OF DEFAULT

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

- (a) The failure of the Client to perform any obligation due to the Company.
- (b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another jurisdiction (in the event that the client is a natural person), 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 failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement.
- (d) The failure of the Client to submit any identification documents and/or any other information as required by the Company from time to time, in order to comply with Applicable Regulations.
- (e) The failure of the Client to perform any obligations due to the Company emanating from the Agreement or any other documents concluded with the Company.
- (f) The Client is unable to pay the Client's debts when they fall due.
- (g) Where any representation or warranty made by the Client in clause 33 below is or becomes untrue.



- (h) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- (i) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 26.2.
- (j) An action set out in clause 26.2 is required by a competent regulatory authority or body or court.
- (k) The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or is at risk of involving the Company in any type of fraud or illegality or breach of Applicable Regulations.
- (l) In cases of material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries, such materiality determined in good faith by the Company.
- (m) If the Company suspects that the Client is engaged into money laundering activities, or terrorist financing, or card fraud, or other criminal activities.
- (n) The Company reasonably suspects that the Client performed a prohibited action as described in clauses 6 and 8 above.
- (o) The Company reasonably suspects that the Client performed Abusive Trading.
- (p) The Company reasonably suspects that the Client opened the Trading Account fraudulently.

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

- (a) Terminate this Agreement immediately.
- (b) Cancel any Open Positions.
- (c) Temporarily or permanently ban access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
- (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 jurisdiction.
- (g) Cancel of profits gained through Abusive Trading.
- (h) Immediately cancel all trades that were executed by the Client.
- (i) Take legal action for any losses suffered by the Company.

## 27. CONFIDENTIALITY

27.1. The Company may collect Client information directly from the Client (from his completed Account Opening Application Form or from any other document completed by the Client) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.





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

- (a) Where required by law or a court order by a competent Court;
- (b) Where requested by CySEC or any other competent regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- (c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- (d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;
- (e) To credit reference and fraud prevention agencies, third-party authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- (f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- (g) To other service providers who create, maintain or process database (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- (h) To a Trade Repository or similar under the Regulation (EU) No. 648/2012 of the European Parliament and of the Council of 4<sup>th</sup> of July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR);
- (i) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- (j) To market research call centers which provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details will be provided;
- (k) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Financial Ombudsman or governmental authority;
- (l) At the Client's request or with the Client's consent;
- (m) To successors or assignees or transferees or buyers, by giving 10 (ten) Business Days prior written notice to the Client.





- 27.3. The Client accepts and acknowledges that the Company, as a Foreign Financial Institution (FFI), is required to disclose personal information in relation to any US reportable person as per the Foreign Account Tax Compliance Act (FATCA) reporting regulations. The Company has undertaken all reasonable steps in relation to maintaining compliance with FATCA and may ask from time to time for any additional information from US reportable persons so that it can maintain appropriate records to comply with all relevant laws and regulations.
- 27.4. The Client accepts and acknowledges that the Company is required to disclose personal information in relation to any other reportable person as per the Common Reporting Standards (CRS) reporting regulations. The Company has undertaken all reasonable steps in relation to maintaining compliance with CRS and may ask from time to time for additional information from reportable persons so that it can maintain appropriate records.
- 27.5. The Client hereby gives consent to the Company to process all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between the Parties. The Client further agrees that the Company may share his personal information with third-parties for the purposes mentioned in clause 28.3 above, and the Company may also use the information for analysis and improving its products and services in line with the Company's Privacy Policy (available on the Website).
- 27.6. The Client recognizes that he may receive commentary, analysis, market updates and/or confidential or proprietary information. All information belonging to or relating to the Company, including but not limited to information concerning business plans, customers, supplies, services, Intellectual Property Rights and/or financial information received by the Client as a result of entering into or performing this Agreement which is designated as confidential by the Company, or is otherwise clearly confidential in nature, constitutes "*confidential information*".
- 27.7. The Client hereby agrees not to use the Company's Confidential Information for any purpose other than the purpose of which it is supplied to him under this Agreement and further agrees not to divulge confidential information received from the Company to any third-party, and to prevent its disclosure to or access by any third-party without the Company's prior written consent, except as may be required by law or any legal or regulatory authority.
- 27.8. The Client shall take all reasonable endeavours of care to protect the Confidential Information. This obligation will survive the termination of this Agreement, in respect of a particular item of Confidential



Information, until such earlier time as that item of Confidential Information reaches the public domain other than through your breach of this terms.

27.9. The Client hereby acknowledges and agrees that the Company shall be entitled to seek specific performance, injunctive relief or any other equitable remedies for any breach or threatened breach of any provision of this clause 28, which remedies shall not be deemed to be exclusive remedies for such breach or threatened breach by the Client, but shall be in addition to all other remedies available to the Company by law, in equity, or otherwise.

## **28. COMPLAINTS HANDLING AND DISPUTES**

28.1. If the Client wishes to report a complaint, he should follow the Company's procedures which are publicly available to the Website.

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

28.3. If the Client is not satisfied with the Company's final decision, it is noted that the Client may have the right to make a complaint at the Financial Ombudsman body of Cyprus.

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

## **29. INDUCEMENTS & CONFLICT OF INTEREST**

29.1. It is understood that the Company arranges for the execution of Client Orders with another entity (the Liquidity Provider) and does not execute them itself as a principal to principal against the Client. The Client is hereby informed that the Company receives monthly commissions from the Liquidity Provider calculated as a percentage of the volume of Orders sent for execution every month. For more details on these commissions, you may contact the Company and the Company hereby undertakes to provide the relevant clarification.

29.2. When the Company deals with or for the Client, the Company, an associate or some other person connection with the Company, may have an interest, relationship or arrangement or arrangement that is material in relation to the transaction concerned or that conflicts with the Client's interest. By



way of example only, when the Company deals with a Transaction for or on behalf of the Client, the Company may be:

- (a) Dealing in the Instrument which the Company recommends to the Client (including holding a Long or Short Position); or
- (b) Advising and providing other services to associates or other Client of the Company who may have interests in investments or underlying assets which conflict with the Client's interests.

29.3. The Client consents to and authorizes the Company to deal with or for the Client in any manner, which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client. The Company's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest while advising the Client.

29.4. Under the Applicable Regulations, the Company is required to take all reasonable steps to detect and avoid conflicts of interest. The Company is committed to act honestly, fairly and professionally and in the best interests of its Clients and to comply, in particular, with the principles set out in the Law when providing the Services. A summary of the policy can be found in the document with title "Conflict of Interest Policy", as this can be found in the Company's Website.

### 30. INACTIVE CLIENT ACCOUNT

30.1. For the purpose of this Section:

- a) **Trading Account** shall mean all the MT4/MT5 account(s) that the Client has under the same Profile.
- b) **Trading Activity** shall mean, any of the following actions taken by the Client on any of his/her Trading Account(s):
  - o Made a deposit
  - o Made a withdrawal
  - o Open or close a position
  - o Log-in
- c) In the contrary, **No Trading Activity** shall mean that the Client has NOT taken any of the following actions on any of his/her Trading Account(s):
  - o Made a deposit
  - o Made a withdrawal
  - o Open or close a position



- Log-in

30.2. Where a Client with any of his/her Trading Account(s) held with the Company under any of its Brands has **No Trading Activity** for a period of at least **12 (twelve) consecutive months**, his/her Trading Account will be classified as an **Inactive Account**.

30.3. Such Inactive Account will be subject to a monthly **fee of 10€** (ten euros or trading account currency equivalent) per month until the balance on all MT4/MT5 account(s) is 0€ (zero euro or trading account currency equivalent) relating to the maintenance and administration of such Inactive Account (the “**Inactivity Fee**”).

30.4. For the **Inactive Account** that has been classified as such for a period of **at least 5 (five) consecutive years**, with a positive account balance, and the Client fails to be contacted after the Company takes reasonable steps to do so, the Company shall have the right to cease treating those funds (i.e. the positive account balance on the Client’s Trading Account) as Client Funds.

30.5. For **the re-activation** of Inactive Account, the Client must:

- (a) Open a position, and/or
- (b) close a position and/ or
- (c) Make a deposit and/or
- (d) Make a withdrawal and/or
- (e) Log-in

The Client’s Inactive Account will then be reactivated (subject to, if required, up-to-date Know Your Customer documentation to be provided to the Company by the Client) and become an Active Account. In such cases where an Inactive Account has been re-activated, the Company will cease to deduct the **Inactivity Fee** but will not refund any **Inactivity Fee** deducted previously.

30.6. The deduction of the Inactivity Fees, as mentioned above shall take place during the first week of every month (alternatively at a later stage), until the balance of the Inactive Account has reached 0€ (zero euro or trading account currency equivalent).

30.7. The entry into force of the new provisions relating to Inactivity Fee shall not have retroactive effect. This means that Trading Account already classified as Inactive by the effective date will remain so, until re-activated by the Client, if applicable.

## 31. ADVICE & COMMENTARY



- 31.1. The Client understands that in asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. The Client represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.
- 31.2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction/if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.
- 31.3. The Company may, from time to time and at its sole discretion, provide the Client (or in newsletters which is 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. In the event that the Company produces such information:
- (a) The Company will not be responsible for such information;
  - (b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
  - (c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
  - (d) If the information contains a restriction on the person or category of persons for whom that 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;
  - (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 any 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.
- 31.4. It is agreed 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.

## **32. CHARGEBACK POLICY**

- 32.1. The Company reserves the right to charge a fee “chargeback fee” if a chargeback is placed with your credit card company (either intentionally or unintentionally) for any deposit made to your



account. The chargeback fee will be comprised of the “administration fee” of up to €60.00 (Sixty Euros) to cover all further investigation expenses. In case of pre-arbitration, additional fees may apply from the card processor. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from our merchant provider. The fee will be deducted from the Client’s account balance if available.

- 32.2. All fraud including credit card fraud will not be accepted by the company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income. If we receive, for any reason, a dispute, claim, and/or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to take any of the following measures, depending on each case:
- (a) immediately close any and all of your open Transactions whether at a loss or a profit and debit your Trading Account in accordance with Section 27.2, with or without any notice.
  - (b) and/or immediately place restrictions on your Trading Account with or without any notice, including:
    - i) the restriction on making deposits using any payment method to your Trading Account, even in cases of margin alert(s),
    - ii) the restriction on requesting withdrawals from your Trading Account, and
    - iii) the restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company’s discretion.
  - (c) Terminate the Client Agreement in accordance with Section 26.
  - (d) Any chargeback case that is made against our company and is not successful will result in the sum being reimbursed to us along with charges for research and processing (the administration fee as mentioned above) and any other charges that may result from the card processor.
  - (e) In addition, we will exercise our right to block your online Trading Account and terminate your account with us. Consequently, any profits or revenues may be seized and we reserve the right to inform any third party. We are continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by ourselves and any decision made shall be final and nonnegotiable.
  - (f) We reserve the right to deduct the disputed amount from your Trading Account until any investigation from our side is completed. In case the balance in your account is smaller than the disputed amount, then:



- i) as the difference will be added as chargeback deposit and the full amount will be deducted as chargeback reimbursement, or
- ii) the difference will be deducted from the other account(s) you have with us (if applicable). The deducted amount will be reserved by us until the conclusive resolution of the chargeback request.

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

### **33. GENERAL PROVISIONS**

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

33.2. In case any provision of the Agreement is or becomes, at any time, illegal, void or unenforceable in any respect, in accordance with a law and/or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of such provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

33.3. All Transactions on behalf of the Client shall be subject to the Applicable Regulations of the CySEC, and any other authorities which govern the operation of the Investment Firms as defined in such Applicable Regulations, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measure which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Applicable Regulations in force shall be binding for the Client.

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

### **34. INTELLECTUAL PROPERTY**

34.1. The Client acknowledges that all Intellectual Property Rights in the Trading Platform(s) are legally owned by us or our licensors.

34.2. The Client shall not:

- (a) Copy, record, edit, alter or translate any of the Trading Platform(s), or any part of the Trading Platform(s). This shall include, without limitation not removing, editing or otherwise interfering





with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the Trading Platform(s);

- (b) Reverse engineer, disassemble or otherwise attempt to derive source code for the Trading Platform(s) in whole or in part except to the extent expressly permitted by law; and
- (c) In any way damage or impair any of our Intellectual Property Rights and shall use their best efforts to protect our Intellectual Property Rights from infringement by third-parties.

34.3. The Trading Platform(s), all copies and any derivative works thereof (by whoever created), the associated goodwill and any Intellectual Property Rights in the Trading Platform(s), are and shall remain owned solely by us or our licensors. Except for the license granted in clause 6.4 above, no other license, right or interest in any goodwill or Intellectual Property Right in the Trading Platform(s) or any part or derivative work thereof is granted or conveyed to you.

34.4. Unless expressly permitted in this Agreement, the Client shall not:

- (a) Assign, sublicense, transfer, pledge, leave, rent, distribute or share the Trading Platform(s) or any rights thereto under this Agreement;
- (b) Separate any component part of the Trading Platform(s), or separately use any component part thereof on any equipment, machinery, hardware or system whatsoever;
- (c) Decompile, disassemble, reverse compile, reverse engineer, create derivative works of or reproduce (other than one copy solely for backup and archival purposes) the Trading Platform(s) or any parts thereof;
- (d) Remove or destroy any proprietary marking or legends placed upon or contained within the Trading Platform(s);
- (e) Develop methods to enable unauthorised parties to use the Trading Platform(s);
- (f) Attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interface of the Trading Platform(s) by any means whatsoever;
- (g) Provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use or allow others to use the Trading Platform(s) for the benefit of third parties;
- (h) Work around any technical limitations in the Trading Platform(s), or use any tool to enable features or functionalities that are otherwise disabled in the Trading Platform(s);
- (i) Use similar processes and functions to develop competing features or functions with the Trading Platform(s);
- (j) Use the Trading Platform(s) or any Financial Data to conduct any fraudulent, inappropriate or illegal activities, including without limitation deceptive impersonation;
- (k) Permit or encourage any third party to do any of the foregoing.



### **35. LICENSE AND USE OF THE COMPANY'S WEBSITE(S) AND/OR TRADING PLATFORM(S)**

- 35.1. The Company grants you a non-exclusive, non-transferable and limited personal license to access and use our website (the "License"). The License is conditioned on your continued compliance with the terms and conditions of this Agreement. Upon accepting this Agreement, the Client is entitled to apply for Access Codes to gain online access to the Company's electronic system(s) and/or trading platform(s), thereby being able to place orders for transactions on any financial instrument available from the Company. Further, the Client will be able to trade on the Company's Trading Platform with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, the Client understands that the Company can, at its absolute discretion, terminate the Client's access to the Company's system(s) in order to protect both the Company's and clients' interests and to ensure the systems' effectiveness and efficiency.
- 35.2. The Client is responsible for ensuring that he/she alone control access to his/her account credentials and that no person(s) under the legal age or any other person(s) is granted access to the Company's system and/or the Client's trading account and/or the Company's Trading Platform using the Client's account credentials. You acknowledge that you are ultimately responsible for all actions on the Trading Platform through your Registration Data, including irregular or unauthorised disclosure of your account credentials.
- 35.3. The Client is responsible for all acts or omissions that occur within the Company's website through the use of his/her registration information. If the Client believes that someone has used or is using his/her registration information, user name or password to access any Service without the Client's authorization, the Client should notify our Client Support immediately. The Client will make every effort possible to keep the Access Codes secret and known only to him and will be liable of any Orders received by the Company through his trading Account under his Access Codes. Further, any Orders received by the Company will be considered as received from the Client.
- 35.4. The Client agrees not to attempt to abuse the Trading Platform in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

### **36. ISLAMIC ACCOUNTS**

- 36.1. The Company's Islamic account allows swaps free trading in compliance with the Sharia Law, which means traders can trade on an Islamic account without being charged overnight fees. The Company's Islamic account is only available for traders of the Muslim religion and should only be requested on the grounds of religious belief.



- 36.2. By submitting an Islamic request and following its approval, all of the Client's MT4 accounts shall have the Islamic status (No Swaps).
- 36.3. For the opening of an Islamic account, evidence of religion must be presented. Islamic account holders cannot open non-Islamic accounts. The Company maintains the right to limit trading if there is evidence of manipulation.
- 36.4. The Company reserves the right to decline an Islamic request, without providing any explanation/justification to the client.
- 36.5. The Client further acknowledges that swap free applies for 10 calendar days only. Therefore, swap free accounts holding a position open for more than 10 calendar days, will be credited or debited swap accordingly.
- 36.6. The Company reserves the right to disable and/or enable swap free trading for Client's trading account and/or reverse any cumulative profits derived from the said trading at any given time and/or retrospectively charge the waived swap fee. This can occur at times where there is suspicion of swap abuse aiming at generating riskless profit where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility.

### **37. BOND CFDs**

- 37.1. Long Bond CFD positions shall earn a Coupon Rate in line with the percentage of the bond's per amount invested.
- 37.2. The method and frequency of accruing any coupon is made on the same manner as if the investor obtains a position directly on the underlying.
- 37.3. The maximum leverage for Bond CFDs is 1 to 3. Should an investor opt for leverage, the Company will apply an annual financing charge at Libor + 3%.
- 37.4. All accrued interest at the time of purchase of the Bond CFD must be paid at the time of the opening of the position and any earned interest shall be paid upon closing of the position.
- 37.5. In case the Bond CFD is held to maturity the Bond CFD position shall close at face value of the underlying bond.



### **38. DEALING ON OWN ACCOUNT**

The Company should execute your orders in accordance with the information contained in the CFD Asset List on our website. When we execute your orders, we shall act honestly, fairly and professionally in all dealings with you.

- 38.1. According to the Applicable Laws and Regulations, the Company take all sufficient steps to obtain the best possible result when executing your order. In the Company's Best Execution Policy, we describe the process which the Company follows in order to achieve Best Execution for you, our dealing capacity and potential conflicts. With reference to Retail Clients, the best possible result is determined in terms of the total consideration, representing the price of the CFD in the underlying Financial Instrument and the costs related to execution, which shall include all expenses incurred by you which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order.
- 38.2. Regarding the execution of your orders we consider, among others, the factors of costs, speed, likelihood of execution and settlement, size, nature and any other consideration relevant to the execution of the order.
- 38.3. We are a principal in the CFDs that you trade for which we offer prices and deal on own account as your only execution venue for CFDs. As principal, we aim to consistently achieve the best possible result for you so that this result is at least the same as could be achieved on other venues. We use independent price sources and liquidity providers in order to derive and benchmark our Prices.
- 38.4. We are your counterparty to each trade and we therefore draw your attention to the fact that once you open a position with us, you will have to transact with us to close the position. Therefore, you cannot close the position with another company which may provide different pricing or transfer your position to such party firm. Where you trade in CFDs with a fixed expiry, you will be subject to our pricing arrangements at the expiry of the derivative contract, including our rollover arrangements into new contracts.

### **39. GOVERNING LAW**

- 39.1. The interpretation, construction, effect and enforceability of this Agreement shall be governed by the Laws of the Republic of Cyprus, and both Parties agree to submit to the exclusive jurisdiction of the Cyprus Courts for the determination of disputes. The Client agrees that all Transactions carried out



on the Trading Platform(s) are governed by Cyprus Laws and Regulations regardless of the location of the Registered User.

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

39.3. Any such measures as may be taken shall be binding to the Client.