

**CLIENT AGREEMENT FOR
TRADING ON A
REGULATED MARKET**

TeleTrade - DJ International Consulting Ltd

**September
2015**

RECITALS

This Client Agreement for Trading on a Regulated Market (hereinafter called the “Client Agreement”) is entered by and between TeleTrade-DJ International Consulting Ltd a company incorporated in the Republic of Cyprus under registration number HE 272810 and with registered office at 12 Esperidon, 4th floor, 1087 Nicosia, Republic of Cyprus (hereinafter called “the Company”) and the client who has completed the “Application to Open a Personal/Corporate Trading on a Regulated Market Account” Form (hereinafter called “the Client”). The Company and the Client together shall be referred to as “the Parties”.

The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (CySEC) under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2007, Law 144(I)/2007, as subsequently amended from time to time (“the Law”) and entered on the CySEC’s Register of Cyprus Investments Firms (CIF) on 14 December 2011, with CIF Number 158/11.

The Client has requested the Company to provide him with the Services against payment of commissions, charges and other related costs referred to under clause 11 herein below and the Company wishes to provide the Services against said consideration.

This Client Agreement, the Risk Disclosure and Acknowledgement document, the Services document, the Client Categorisation Policy document, the Investor Compensation Fund Document, the Conflict of Interest Policy, the Terms and Conditions for Trading on a Regulated Market, the Client Complaint Procedure, the Best Execution Policy for Direct Market Access, the Anti Money Laundering Policy, and the Privacy Policy and the Schedule of Trading Fees and Conditions constitute the Operative Agreement and lay out the terms and conditions upon which the Company will deal with the Client in relation to the Instruments. The Operative Agreement is subject to the laws of the Republic of Cyprus, whether or not its terms and conditions are accepted by the Client and will be conducted in the English language unless otherwise agreed with the Client.

NOW IT IS AGREED as follows:

1. Definitions

In this Agreement, the following words shall have the following meanings:

“Access Data” shall mean the Client’s access codes, any login code, password(s), his Trading Account number and any information required to make Orders with the Company (attached as Schedules to this Operative Agreement).

“Affiliate” shall mean any legal entity or natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company by directing internet traffic to the Company website as per the provisions of the “Affiliate Program Agreement” entered into between the Parties.

“Applicable Regulations” shall mean:

- (a) CySEC Regulations or any other rules, announcements, decisions, circulars and/or regulations of a relevant regulatory authority;
- (b) the rules of the relevant market and
- (c) all other applicable laws and regulations as in force from time to time in any jurisdiction.

“Application to Open a Personal/Corporate Regulated Market Trading Account Form” shall mean the Application to open a personal/corporate Regulated Market Trading account form completed electronically and/or on paper media by the Client at <https://my.teletrade.eu> and accessed through the Website.

“Ask” shall mean the higher price in the Quote being the price at which the Client may buy.

“Automatic order routing” (also “Direct Market Access”, or DMA)– shall mean the automatic routing of Client-submitted orders to the stock exchange’s trading system;

“Balance” shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

“Base Currency” shall mean currency, in which the Account and all balances, commission fees and charges relating to the Account are denominated.

“Bid” shall mean the lower price in the Quote being the price at which the Client may sell.

“Business Day” shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or 1 January or any other public holiday, pursuant to the Interpretation Law, Cap.1, as amended and/or as announced by the Company on its Website.

“Client Terminal” shall mean the QUIK software which is a 3rd party proprietary trading system provided by the Company to support Client trading. The software can be downloaded on the Website free of charge.

“Currency of the Trading Account” shall mean the currency that the Client’s Trading Account is opened and operated in.

“CySEC” shall mean the Cyprus Securities and Exchange Commission.

“Dispute” shall mean either:

(a) the conflict situation when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of the Terms and Conditions or

(b) the conflict situation when the Company reasonably believes that the Client as a result of any action or failure to act breaches one or more terms of the Terms and Conditions or

(c) the conflict situation when the Client makes a deal at a Quote received in a Manifest Error by Dealer or because of a software failure of the Trading Platform.

Derivative – a contract that derives its value from the performance of an underlying asset, index, or interest rate. For the purposes of the Operative Agreement, derivative means a futures or an option contract, admitted to trading on the Exchange.

“Event of Default” shall have the meaning given in clause 19.

“Financial Instruments” (also “Securities”) - means any of the instruments specified in Part III of the Third Appendix of the Law 144(I)/2007, as amended, including privileged and non-privileged shares, treasury bonds, promissory notes, warrants, futures and option contracts, deposit certificates and other securities of every type and description and other property and investments

“Force Majeure Event” shall have the meaning as set out in clause 20.

“Free Margin” shall mean funds on the Trading Account, which may be used to open a position.

“Initial Margin” shall mean the Margin required by the Company to open a position. The details for each Instrument are in the Trading Conditions.

“Instruction/Order” shall mean a Client’s instruction to conclude a deal on certain conditions, or an instruction modify/delete a previously placed Order **“Introducer”** shall mean any legal entity or natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company by directing internet traffic to the Company website and who may have personal contact with the clients as per the provisions of the “Introducer Agreement” entered into between the Parties.

“Leverage” shall mean ratio of the value of transaction and Initial Margin, required for the transaction.

“Limit of Client’s funds” shall mean the amount of Client’s funds reserved for trading in derivatives and execution of transactions on the Regulated Market.

“Long Position” shall mean a buy position that appreciates in value if market prices of the asset, of the underlying increase.

“Lot” shall mean a unit of Financial Instruments in the Trading Platform.

“Manifest Error” is any error that the Company believes to be obvious, evident and tangible. In deciding whether an error is a Manifest Error, the Company may take into account all relevant information including, but not limited to, prevailing market conditions and, within reason, human error. As such, the Company reserves the right to render void from the outset, or within any reasonable time thereafter, any Order which appears to contain, or be based upon, a Manifest Error. The Company also reserves the right to make any reasonable amendments to the details of the resulting Transaction in the Company’s sole discretion and/or to consult with the Client where appropriate in relation to Manifest Errors.

“Margin” shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Trading Conditions for each Instrument.

“Market Data” shall mean information on price and trade-related data for a financial instrument reported by a market operator distributed by the Company to the Client under the Operative Agreement, all intellectual property rights in which are property of the Company’s licensor(s);

“Market Rules” – shall mean the rules, regulations, customs and practices of any exchange, clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organisation or market of any power or authority conferred on it;

“Necessary Margin” shall mean the Margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Trading Conditions.

“Open Position” shall mean a record in the register of open positions of the Exchange, showing rights and obligations of the Client arisen in connection with execution of transactions in derivatives on the basis of Client’s Order

“Operative Agreement” shall mean together this Client Agreement, the Risk Disclosure and Acknowledgement document, the Services document, the Client Categorisation Policy document, the Investor Compensation Fund Document, the Conflict of Interest Policy, the Terms and Conditions, the Client Complaint Procedure, the Best Execution Policy for Direct Market Access, the Anti Money Laundering Policy, the Privacy Policy, and the Terms and Conditions for Trading on a Regulated Market and Schedule of Trading Fees and Conditions.

“Professional Client” shall mean a Professional Client for the purposes of the Applicable Regulations as defined in the Client Categorisation Policy document.

“Quote” shall mean the information of the price for a specific Financial Instrument, in the form of the Bid and Ask prices.

“Regulated Market” – shall mean Warsaw Stock Exchange or, whenever the Company may make available for clients, any other regulated multilateral system managed or operated by a market operator which brings together or facilitates the bringing together of multiple third-party

buying or/and selling interests in Financial Instruments - in the system and in accordance with its non-discretionary rules - in a way that results in a contract, in respect of the Financial Instruments admitted to trading under its rules or/and systems, and which is authorized and functions regularly.

“Risk Disclosure and Acknowledgement” shall mean the Risk Disclosure and Acknowledgement attached in the Schedules to this Operative Agreement.

“Schedules” shall mean the Risk Disclosure and Acknowledgement document, the Services document, the Client Categorisation Policy document, the Investor Compensation Fund Document, the Conflict of Interest Policy, the Terms and Conditions for Trading on a Regulated Market, the Client Complaint Procedure, the Best Execution Policy for Direct Market Access, the Anti Money Laundering Policy, and the Privacy Policy and they shall all constitute an integral part of this Operative Agreement.

“Server” shall mean the trading server QUIK program, used to execute the Client’s Orders, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company, subject to the Terms and Conditions.

“Services” shall mean the services provided by the Company to the Client as set out in clause 5.

“Short Position” shall mean a sell position that appreciates in value if market prices fall.

“Spread” shall mean the difference between Ask and Bid.

“Stop Out” shall mean a condition where the Company will close all open positions at the current or most recent prices.

“Terms and Conditions for Trading on a Regulated Market” shall mean the Terms and Conditions which are attached to the Schedules.

“Trading Account” shall mean the unique personified registration system of all Completed Transactions, Open Positions, Pending Orders and deposit/withdrawal transactions in the Trading Platform that Company opens for the purposes of effecting the transactions stipulated by the present agreement.

“Trading Day” – business hours, when financial instruments are traded on the Regulated Market in accordance with the Rules.

“Trading Report” (or “Broker Report”) shall mean a periodic account statement containing information of the Client’s transactions and the status of its Account, including information on market value of the Assets owned and amounts due to the Company, if any, and other information as required by the applicable laws of the Republic of Cyprus.

“Trading Conditions” shall mean principal trading terms (including but not limited to Trading Commission, Initial Margin, Financing Rate, as applicable) for each Financial Instrument, displayed on the Website.

“Trading Platform” shall mean QUIK the proprietary trading system of exchange provided by the Company to support client trading

“Transaction” or “Trade” shall mean any contract or transaction entered into by the Client or on behalf of the Client arising under this Operative Agreement.

“Variation Margin” shall mean the amount of money, the obligation of payment of which occurs to one of the parties to the futures (option) contract as a result of changes in the current market price (current value) of the underlying asset or futures price (option) contract.

“Website” shall mean the Company’s website at <http://www.teletrade.eu> or such other website as the Company may maintain from time to time for access by Clients.

2. Effective period

2.1. This Operative Agreement will start having effect on the date on which the Client receives notice from the Company in accordance with clause 9 and will continue unless or until terminated by either Party in accordance with clause 21.

2.2. This Operative Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, transactions in Financial Instruments.

2.3. The Company is not obliged to accept the Client until the Client provides to the Company all the required documentation properly and fully completed.

2.4. The Client has no right to terminate the Operative Agreement on the basis that it is a distance- contract. As this Agreement is a distance contract, it is amongst others governed by the Distance Marketing of Consumer Financial Services Law N.242(I)/2004 implementing the EU Directive 2002/65/EC, under which signing the Agreement is not required and the Agreement has the same legal effect and rights as a signed one.

3. Categorisation

3.1. The Client shall be bound by the method of categorisation set out and described in the Company’s Categorisation Policy (Schedule 3).

4. Client’s capacity

4.1. The Client may only act as a principal and not as an agent on behalf of a third party when it makes Transactions and consequently the Client shall be directly and fully responsible and liable for any obligations which may occur under a Transaction made by or on its behalf, unless otherwise expressly agreed between the Parties. The Client will also be directly and fully responsible in case it performs any Transactions for or on behalf of a third person, unless otherwise expressly agreed between the Parties.

4.2. In case the Client provides notification to the Company that a third person or agent is duly authorised by him, such person or agent may provide the Company with Instructions or Requests in relation to any current or proposed Transaction or any other matter.

4.3. In the event the Client decides to terminate or revoke the authorisation mentioned in clause 4.2 above, it should notify the Company in writing, at least five (5) Business Days prior to the termination or revocation date and the Company shall be bound by the Requests, Instructions or other communication provided by such authorised persons or agents, until upon receipt of such notification.

4.4. Pursuant to the Cypriot Contract Law, Cap.149 as amended, the authorisation provided by the Client to a third party or agent shall be terminated in the case the Client or such third person or agent dies or becomes of unsound mind. The Company upon receipt of written notice of the death or unsoundness of mind of the Client or any third party or agent representing him/her, is obliged to cease accepting Requests, Instructions or other communications given from the account of the Client by such third party or agent and prior to the receipt of such notice it shall not be liable or responsible whatsoever in respect of the actions, omissions or fraud of any authorised third party or agent (appointed under 4.2 above).

4.5. The Company receives Requests, Instructions, Orders or other communication directly from the Client and it may rely on them and act without requesting any further confirmation regarding the authenticity, genuineness, authority, or identity of the person providing them.

4.6. Provided that where applicable law, regulation or the Law requires it the Client or any other third party referred to under this clause 4 must possess and/or obtain any and all appropriate licences and/or authorisation by CySEC and/or otherwise before acting in any manner described in this Clause for, whatsoever.

5. Services

5.1. The Company provides its Services and exercises its activities based on the Operation License granted by CySEC and is entitled to provide the Services and exercise its activities for only those and in regards only to those Financial Instruments that are stated in its Operation License and/or any future amendments or additions to it.

5.2. The Company may work exclusively according to the respective, valid law and legal provision of the Republic of Cyprus and will offer the following services to you:

Core Services:

- ☒ Reception and transmission of Orders in relation to one or more Financial Instruments;
- ☒ Execution of orders on behalf of the Client.

Ancillary Services:

- ☒ Safekeeping and administration of Financial Instruments for the account of the Client, including custodianship and related services and
- ☒ Foreign exchange services where these are connected to the provision of Investment Services;

The above-listed Services may be provided and the activities may be exercised in regards but not limited to the following Financial Instruments:

- Transferable securities
- Money-market instruments.
- Units in collective investment undertakings.
- Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash and which are traded on a regulated market, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

5.3 The Company may proceed to Stop Out when the margin of the Client goes to zero.

5.4 The Client is not allowed to request the investment advice or statements of opinion of the Company which would make him feel comfortable to make any specific Transaction and the Company does not provide personal recommendations or advice on the benefits of any particular Transaction

5.5 Notwithstanding the contents of clause 5.4 above, the Company may occasionally and at its absolute discretion provide information and recommendations in newsletters which it may publish on its Website or provide to subscribers via its Website or otherwise. In such cases the information provided shall not constitute or be deemed in any way to constitute investment advice or unsolicited financial promotions and is only provided to enable the Client to make its own investment decisions. In addition, if in the said publication a person or a group of persons is restricted from being distributed to the information or recommendations, the Client shall not make it available to such person or group of persons. The Company does not make representations as to when the Client will receive the information or recommendations and it cannot guarantee that the Client will receive such information or recommendations at the same time as other clients.

5.6 The Company is not obliged to assess whether a Financial Instrument in which the Client wishes to transact or the Services provided or offered to the Client are suitable for him.

5.7 The Applicable Regulations oblige the Company to be informed about the Client's knowledge and experience in the investment field in order to be able to assess whether the Services featured for the Client is appropriate for him. In order for such assessment to be properly performed the Client should provide the Company with sufficient and accurate information and in case it fails to do so the Company will bear no responsibility whatsoever for this, unless the information were changed and the Company has been informed for such changes.

5.8. Any information provided to the Client by the Company is subject to change and it may be withdrawn at any time without prior notice.

5.9. The Company reserves the right, at its absolute discretion, at any time to refuse to provide or to discontinue providing the Services to the Client without being obliged to inform the Client of the reasons for such refusal or discontinuation.

6. Requests and Instructions

6.1. The Company may accept to execute Requests and/or Instructions within any normal trading hours specified in the Website in the applicable Schedule of Trading Fees and Conditions.

6.2. Notwithstanding any of the above, the Company may at its absolute discretion accept and execute the Instructions even though the terms of the Operative Agreement are breached by the Client.

7. Trading Platform

7.1. Upon the execution of this Operative Agreement the Client is entitled to apply for Access Data within the Company's Client Login, in order to be able to provide Orders for purchasing or selling the Financial Instruments and the Parties agree that the Company may at any time, at its absolute discretion, terminate or limit full or part access of the Client into its Trading System.

7.2. The Client commits not to allow any misuse (unauthorised and/or irregular use) of the Access Data and the Trading System in general and accepts liability for all the Orders made under its Access Data, even though these may have been conducted by his /her authorised representative, always subject to such representative where applicable law or the Law requires it, possessing and/or obtaining any and all appropriate licenses and/or authorisation by CySEC and/or otherwise before acting in any manner. The Client also understands and accepts that the Company shall not be held responsible in case unauthorised persons gain access to his/her personal data at the time these are transmitted between the Company and any third party via internet, telephone or other electronic means.

7.3. In case the Company receives the Order in any other way than through its Trading System it will transmit the Order and process it as if it was received through its Trading System.

7.4. The Company reserves the right to decline any Order placement over the phone, in case the identification of the Client or his/her Instructions are not clear and/or specific and do not include opening and closing position, modifying or removing orders.

7.5. In the event the Company may fulfill any of its obligations under this Agreement, due to internet connection or electricity network failures it shall bear no responsibility against the Client and if the Client wishes to open and/or close a position then he/she must immediately contact the dealing desk on the telephone number provided on the Website and instruct the Company by telephone accordingly.

8. Client Accounts

8.1. The Client's deposits are held in a segregated account.

8.2. The Company shall pay directly to the Client any amounts payable by it, unless otherwise agreed between the Parties and the Client may withdraw any amounts from the Client Account, not used for Margin covering, without closing it.

8.3. The Company may hold the Client's and any other client's money in the same bank account according to the Terms and Conditions for Trading on a Regulated Market.

8.4. The Company shall not pay any interest to the Client while holding its money in said account and the Client waives all rights to interest on such money.

8.5. The Company may hold segregated funds on behalf of the Client, unless the Client notifies the Company otherwise, in a segregated account which will be located outside the Republic of Cyprus. The Company may also transfer money which it holds on behalf of the Client to a settlement agent located outside the Republic of Cyprus. In the case of insolvency or anything similar, any such persons may be treated differently than if the money was held in a segregated account in the Republic of Cyprus, since the laws of the Republic of Cyprus may not apply. The Company will not be liable for the solvency or insolvency, acts or omissions of any third party referred to in this clause.

8.6. The Company may release any Client's money balances from the segregated account in case the Client's trading account balance is inactive for more than six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company despite taking all reasonable steps to trace the Client failed to do so.

8.7. The Investor's Compensation Fund (Schedule 4) covers the Client and sets out the cases where the Company may not meet its obligations and is obliged to provide compensation to the Client.

8.8. The Company will reconcile on a regular basis the records and segregated funds with the records and accounts of the money the Company holds in segregated accounts. Any transfer to or from the segregated account which must take place will be performed by the close of business on the day that the reconciliation is performed. The Company will carry out such

reconciliations and transfers as frequently as it would be prudent, in order to protect its own or the Client's rights and/or best interests

8.9. The company shall be obliged at Client demand to send the funds to requisites specified for this purpose. Full information and regulations regarding Deposits and Withdrawals are disclosed in Deposits and Withdrawal policy with respect to Trading on a Regulated Market which is publicly available on the website of the Company.

8.10. Payment of funds will be made to Client within 7 (seven) business days.

8.11. The Company may refuse any withdrawal made under a certain payment method and request for a different payment method whilst it also reserves the right to request further documentation in the course of processing any withdrawal.

8.12. The Company may send to the Client transaction confirmations and monthly statements of account, including all information about the services provided to the Client by the Company, by email. For avoidance of doubt, such email submissions will be regarded as made on durable media, since it enables the Client to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

9. Notices

9.1. All the notices to the Company shall be sent to the postal address or email address or facsimile or telephone number which are made available in the Company's Website.

9.2. The Company may receive calls on the days and hours which are made available to the public in the Website.

9.3. A notice shall be considered as delivered in the following cases:

- (a) if sent by double registered mail, upon the actual receipt by recipient person which is proved by the recipient's card;
- (b) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;
- (c) if sent by facsimile, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine;
- (d) if sent by first class registered post within the Republic of Cyprus shall be deemed to be received four (4) Business Days after the date of their dispatch;
- (e) if sent by first class registered airmail shall be deemed to be received seven (7) Business Days after the date of their dispatch.

10. Conflict of interest

The Company shall adopt, to the extent possible, the necessary measures in order to avoid any potential conflicts of interest or resolve any existing conflicts of interest between itself or persons associated with itself and the Client, or amongst its clients, pursuant to its Conflict of Interest Policy (Schedule 5).

11. Commissions, charges and other related costs

11.1. The Company shall be entitled to and the Client agrees to pay to the Company the commissions, charges and other related costs which are set out in the Schedule of Trading Fees and Conditions and shall be subject to the Applicable Regulations.

11.2. The current commissions and spreads, charges and other related costs set shall be displayed in the Website and may be changed without providing the Client with any prior notice.

11.3. The Client undertakes to pay all stamp duties, fees, levies, duties or charges relating to this Operative Agreement and any documentation which may be required for the carrying out of the Transactions and it shall be responsible for paying all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for the payment of all taxes which may occur from any Transaction.

11.4. The Client's obligations to pay any due amount shall include all commissions, charges and other related costs determined by the Company.

12. Introduction of Clients from an Affiliate or Introducer

12.1 The Client may have been directed to the Company website by an Affiliate or Introducer as defined in the definitions section of this Agreement. Based on an agreement with the Company, the Company may pay a fee or commission to the Affiliate or Introducer.

12.2 The Company may pay a fee/commission to Affiliates or Introducers, or other third parties based on a written agreement. This fee/commission is either a one-off payment or related to the frequency/volume of transactions performed by the referred Client through the Company. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Affiliates or Introducers or other third parties.

12.3 The Company shall not be liable for any type of agreement that may exist between the Client and the Affiliate or Introducer or for any additional costs that may arise as a result of such Agreement.

12.4 The Client acknowledges that the Affiliate or Introducer is not a representative of the Company nor is he authorised to provide any guarantees or any promises with respect to the Company or its services.

13. Taxation

13.1. Unless otherwise specified in this Client Agreement, all charges are exclusive of VAT (if any) and disbursements and/or expenses incurred on the Client's behalf (including any applicable fees, levies duties and/or charges imposed by any governmental department, market or clearing organization whose facilities the Company may use), which shall be payable in addition.

13.2. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any contract or Transaction.

In cases where, according to the applicable regulations, responsibility for withholding the Client's taxes from payments related to securities, contracts or transactions is levied upon the Company or any other person, the Company or such person are entitled to withhold such taxes from the funds held by the Company for the Client and pay them in accordance with applicable regulations without Client's additional consent.

In case pursuant to the applicable regulations or otherwise, the Company is required to withhold any taxes on income payable to the Client, it may require from the Client any such documents as it reasonably considers necessary for the due performance of its withholding obligations. The Client acknowledges that failure to provide any such documents required by Company for the purposes specified herein or failure to provide such document in due time may result in a greater amount of tax withheld.

If at any time the Client's funds freely available at the Client's Account(s) with the Company are insufficient to effect tax payments the Client shall promptly deposit funds to cover the deficiency. If the Client fails to make the said deposit within 5 (five) business days from the date of the relevant notification sent by the Company to the Client, the Company may proceed with the sale of Financial Instruments from the Client's Account(s) without further notice to the Client unless otherwise agreed upon by the Company and the Client. The Company will then notify the Client of the effected sale orally, via email or by sending a relevant notification via Electronic System.

14. Transfer, Assignment and Novation

14.1. The Client's rights, benefits or obligations under this Operative Agreement are personally connected with the Client and may not be transferred, assigned or novated.

14.2. The Company reserves the right to transfer or assign its rights or benefits under this Operative Agreement at any time and at its absolute discretion, provided that it gives the Client a prior ten (10) Business Days written notice.

14.3. In the event of transfer of obligations or novation of obligations under the Operative Agreement the Client's written consent shall be required and this shall not be withheld unreasonably.

15. Currency conversion

15.1. In the event the Company deems it necessary, and when this would be warranted in the course of, and in connection to the provision of investment services, it may proceed to any currency conversions in order to comply with the rights or obligations confer to or on it under the Operative Agreement. In such case the Company shall not be obliged to provide the Client with any notice. The manner and rates of the conversion shall be determined pursuant to the Company's absolute discretion having regards to the prevailing market rates for freely convertible currencies.

15.2. The amounts payable under the Operative Agreement shall be automatically converted by the Company into the currency of the trading account at the relevant exchange rate for spot dealings in the foreign exchange market.

15.3. The Client agrees to bear all the related-to the foreign currency exchange-risk which may arise from any Transaction or from the conformity of the Company with its obligations or the exercise of its rights.

15.4. The Client acknowledges that the currency of the Trading Account may be different from the currency of their bank accounts, and that any currency exchange fees arising in the process of depositing or withdrawing funds into/from their Trading Account will be borne by the Client as governed by their agreement with their servicing bank(s).

16. Margin Requirements for Transactions with Derivatives

16.1. The Initial and Margin shall be provided to the Company by the Client as per its absolute discretion and shall only be paid to the Company's bank account as clear funds. It is not the Company's responsibility to explain to the Client how a Margin is being calculated.

16.2. The Client shall pay the Initial Margin upon opening the position and the amount payable is defined in the Trading Conditions.

16.3. The Company may change Margin requirements without providing the Client with any prior written notice if a Force Majeure Event occurs and by providing the Client with three (3) Business Days prior written notice if a Force Majeure Event does not occur.

16.4. The Company may apply new Margin requirements to the new positions and to the positions which are already open and it also may close the Clients' Open Positions without requesting the Client's consent or notifying him in advance if the Client fails to maintain Margin requirements as described in Terms and Conditions for Trading in a Regulated Market.

16.5. In the event the Client believes that he or she may not be able to meet a margin payment on time, he or she must notify the Company immediately.

17. Client Complaints

17.1. The Company shall maintain effective and transparent procedures for the reasonable and prompt handling of complaints received from the Client and to keep a record of each complaint and the measures taken for its resolution or handling. Notwithstanding the above, the Client reserves the right to proceed with legal action against the Company.

17.2. The Parties agree to make every reasonable effort for resolving any disputes between them before commencing any litigation proceedings.

18. Means of communication and Personal Data

18.1. All communication between the Parties shall be in the English language unless specified otherwise by the Company.

18.2. The Client shall give Instructions and Orders to the Company via telephone (recorded), message (e.g. e-mail), fax or online and each of the present and future account holder, attorneys and duly authorized representatives, provided that such representatives, where applicable law or the Law requires it, possess and/or obtain any and all appropriate licenses and/or authorisation by CySEC and/or otherwise before acting in any manner, shall give such Instructions and Requests individually to the Company even if these Instructions and Requests are not followed by confirmation in writing and these Instructions and Requests shall be binding as if they were received in writing.

17.3. The Company does not accept any liability in case of misunderstanding, error in the identification of the person giving the Instruction or other errors on its part related to such method of communication and which may involve losses or other inconveniences for the Client.

17.4. The Client agrees to provide the Company with any information it may request in order to enable the Company to provide the Services and comply with the Applicable Regulations.

17.5. The Client hereby provides its consent to the Company to use, store or process in any other way its personal data, relating to the Services and a copy of such personal data may be provided to the Client (in case of a natural person) upon payment of a fee.

17.6. The Client accepts his personal data to be transmitted outside the European Economic Area pursuant to the Processing of Personal Data (Protection of the Individual) Law of 2001 (Law 138 (I) 2001) as amended (in case the Client is a natural person).

17.7. The Company reserves the right to record the telephone conversations between itself and the Client and any recordings shall be the Company's property and will be accepted as proof of the telephone conversations by both Parties.

The Client accepts and understands that the Company may provide these recordings to any competent court or other relevant authority.

18. Confidentiality

18.1. The Company declares that it will treat the Client's data as confidential and will not disclose it to any person without the Client's prior written consent, except to those members of the Company's personnel who require information thereof for the performance of their duties, in whole or in part, throughout the term of this Operative Agreement.

18.2. The Company, after the expiry or termination of this Operative Agreement, for any reason whatsoever, may disclose any confidential non-public information concerning the Operative Agreement and/or any operation carried out thereunder, if this is considered necessary in order for the Company to abide to a court decision or the legislation of the Republic of Cyprus, Regulatory or Supervisory Authorities of the Republic of Cyprus and the Law and to the Company's consultants, lawyers and auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality obligations herein as well.

18.3. The Company is not obliged to protect and not disclose any information in the event this information is made available to the public by (i) any of the Parties directly, or (ii) by the Parties' behaviour and actions, or (iii) there was no obligation for confidentiality or non-disclosure at the moment the information was received by the Party which made the disclosure.

19. Event of Default

19.1. An Event of Default shall mean:

- (a) The failure of the Client to meet Margin Requirements or other amount due or perform any obligation due under this Operative Agreement;
- (b) The Client is incompetent to pay his/her debts on time;
- (c) If proceedings are instigated for the bankruptcy or winding up of the Client, or if a receivership order has been issued against the Client if this is a natural or legal person respectively, or if the

Client makes an arrangement or composition with its creditors or if anything similar or resembling to any of the aforementioned is instigated in relation to the Client;

(d) In case the Client is a physical person when it is deceased or becomes of unsound mind;

(e) Where any representation or warranty made by the Client in clause 23 is or becomes untrue;

(f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 20.

19.2. In case any of the above occurs the Company reserves the right to:

(a) Close out all or any of the Client's Open Positions at currentQuotes;

(b) Debit the Client's Trading Account(s) for the amounts which need to be paid to the Company;

(c) Close any or all the Client's Trading Accounts held with the Company and refuse to open any new for the Client;

(d) In general, discontinue or refuse to provide the Services.

20. Force Majeure Event

20.1. The Company will not be liable or whatsoever responsible for any type of loss or damage which may occur in case of any failure, interruption, or delay in performing its obligations under this Operative Agreement in the event such failure, interruption or delay derives from:

(a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;

(b) Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster; (c) Labour Disputes not including Disputes involving our workforce;

(d) Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations or governing bodies of organized trading platforms;

(e) The declaration of a financial services moratorium by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

(f) Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or willful default of the Company), hacker attacks and other illegal actions against the Company's server and Trading System;

(g) Any event, act or circumstances not reasonably within the control of the Company and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

20.2. If a force majeure event occurs, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within three (3) Business Days.

20.3. If a force majeure event occurs the Company may suspend, freeze or close the Client's positions and request the revision of the executed transactions.

21. Termination

21.1. Each Party may terminate this Operative Agreement, with immediate effect, by giving written notice to the other Party and such termination may not affect any obligations of the Parties arisen by this Operative Agreement or by any Transactions.

21.2 The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.

21.3. The Company reserves the right to suspend, close or cancel any Transaction which has resulted from any misconfiguration, technical error or if the Company suspects any fraud, manipulation, or other forms of dishonest or fraudulent activity in a Client's account(s) or otherwise related or connected to any Transactions. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancelation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or cancellation.

21.4. Upon termination of this Operative Agreement by either Party, the Company shall terminate all and any access by the Client to the Trading Platform and the Client shall immediately pay to the Company all outstanding amounts, including but not limited to the charges, commissions, dealing expenses derived from the termination of the Operative Agreement, charges incurred for transferring the Client's investments to another investment firm, any losses and costs, payments deriving from the closing out of any Transactions or making settlements or concluding any pending obligations which have arisen by the Company on behalf of the Client.

22. Amendment

The Company reserves the right to amend the terms of this Operative Agreement at any time by giving to the Client a prior five (5) Business Days written notice, which shall state the date that the amendments will start having effect and the continuation of the Client's acceptance of the Services provided by the Company shall be deemed to be on acceptance of such amended terms by the Client.

23. Representations, acknowledgments and warranties

The Client represents and warrants, at each time it grants an Instruction or Request, to the Company that:

- (a) The Client was the one (in case the Client is a natural person) that completed the "Application to Open a Personal Trading Account" Form;
- (b) All the information provided by the Client is at any time true, accurate, exact and complete in all objective respects;
- (c) The Client acts in principal and acknowledges that he has read and fully comprehended the terms of this Operative Agreement and of all the Schedules;
- (d) Everything contained in this Operative Agreement and all the actions of the Client shall not breach any law including but not limited to the Applicable Regulations or, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or domiciled or any agreement by which the Client is bound or by which any of the Client's assets are affected;
- (e) The Client expressly undertakes that it will not use the Trading System for any purpose which is contrary to the laws or regulations or in any manner which could: (i) have the effect of manipulating or distorting the market; (ii) cause a false or misleading impression in relation to the price, volume or level of supply or demand for Securities or their underlying instruments or related financial instruments; (iii) have no commercial purpose; (iv) assist a misuse of information; (v) prejudice access to a trading or clearing system; or (vi) abuse or take an unfair advantage of the nature or characteristics of the Trading System or the market.
- (f) The Client acknowledges that he is subject to potential prosecution under applicable laws for illegal activities conducted through the Trading System. Regulatory authorities may monitor all Client activity so as to detect any improper activity relating to Client transactions or business effected under this Agreement. The Client acknowledges that if the Company or a regulatory authority detects or suspects improper activity (for any activity harmful to the integrity of the markets) through the Client's use of the Trading System, or if required by any applicable laws, or if the Company deems it necessary for its protection, or if the Company deems the Client to have materially breached this Agreement, the Client's access may be limited, augmented, or terminated at any time, and the Client may be prohibited from entering order(s) or otherwise accessing the market.

(g) The Client shall be solely responsible for all orders transmitted by them including in case any other person or entity (authorized or not) gains access to the Trading System via the Client's user name and password. The Client agrees to notify the Company immediately and in writing if they have reason to believe that unauthorized entities or people may have obtained access to Client's user name and password, and the Client shall use their best efforts to stop any such use immediately after such use becomes known.

(h) The Client is responsible for obtaining and maintaining, at the Client's cost, the necessary computer equipment and internet access required to enable the Client to access and use the Trading System and Information.

(i) The Client hereby represents, warrants and covenants that its use of the Trading System and Information will comply with all applicable Laws and Rules including all applicable exchange and regulatory requirements governing trading destinations and data that the Client accesses through the System. The Client shall be responsible for all violations of the Laws and Rules arising from or relating to its use of the Trading System or Information, irrespective of any electronic or other control procedures put in place by the Company that may be designed to, or capable of, detecting or notifying the Client of any such breach.

(j) The Client hereby gives his prior express consent to the Company's use of the financial instruments held in his Trading Account as a legitimate device to settle the Client's arrears on Fees by means of forced close of the Client's positions, as described in the 'Fees' section of the present agreement.

(k) The Client confirms that he has regular access to the internet and accepts that he will receive information, including, but without limitation, information notices about amendments to the terms and conditions, costs, fees, this Operative Agreement and about the nature and risks of investments by posting such information to the Website.

24. Inactive/ archived Accounts

The client acknowledges and confirms that any trading account(s) held with the Company that are inactive for more than 90 consecutive calendar days are to be considered inactive accounts.

Inactivity means that the client has not completed the trader identification process through the trading terminal by successfully using a login and password.

The client acknowledges and confirms that any inactive account(s) will be subject to archiving which means that no trading terminal authorization, trading or balance viewing operations will be available to the client.

25. Client's records

The Company is obliged to keep the Client's records for at least five years after the termination of this Operative Agreement.

26. Governing law and Forum Conveniens

This Operative Agreement shall be governed by the laws of the Republic of Cyprus and any Dispute or claim that may arise in relation to this Operative Agreement shall be under the exclusive jurisdictions of the competent courts of the Republic of Cyprus.

SCHEDULES

- Schedule 1: Risk Disclosure and Acknowledgement
- Schedule 2: Services
- Schedule 3: Client Categorisation Policy
- Schedule 4: Investor Compensation Fund
- Schedule 5: Conflict of Interest Policy
- Schedule 6: Terms and Conditions for Trading on a Regulated Market
- Schedule 7: Client Complaint Procedure
- Schedule 8: Best Execution Policy For Direct Market Access
- Schedule 9: Anti Money Laundering Policy
- Schedule 10: Privacy Policy
- Schedule 11: Deposits and Withdrawals Policy
- Schedule 12: Schedule of Trading Fees and Conditions