

## TERMS AND CONDITIONS FOR THE SERVICES OFFERED BY THE COMPANY

**THE COMPANY WILL OFFER INVESTMENT SERVICES STRICTLY UNDER THE FOLLOWING TERMS AND CONDITIONS (the "Agreement"), WHICH ARE NON - NEGOTIABLE AND WILL BE AMENDED ONLY ACCORDING TO THE PROVISIONS OF TERM 13 BELOW HEREIN.**

This Agreement (hereinafter referred to as the "**Client Agreement**" or "**Agreement**") is entered by and between Colmex Pro Ltd (hereinafter referred to as the "**Company**" or "**Colmex Pro**" 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 process and Investor's Questionnaire (as part of the Trading Account Application) and has been accepted by the Company as a Client (hereinafter referred to as the "**Client**" or "**you**") on the other part.

The Company is authorised and regulated by the Cyprus Securities and Exchange Commission (hereinafter referred to as the "**CySEC**") as a Cyprus Investment Firm (hereinafter referred to as the "**CIF**") to offer certain investment and ancillary services and activities under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2017, Law 87(I)/2017 (hereinafter referred to as the "**Law**"), which implements Market in Financial Instruments Directive (hereinafter referred to as the "**MiFID II**") 2014/65/EU in Cyprus law and Markets in Financial Instruments Regulation (hereinafter referred to as the "**MiFIR**") 2014/604/EU as in force and/or as this may be subsequently amended from time to time, with **CIF License Number 123/10**.

Colmex Pro is registered in Cyprus with the Registrar of Companies and Official Receiver, under the Companies Law CAP. 113, with Registration Number: HE260064, having its registered office at 117 Makariou III Avenue & Sissifou (ex Lefkosias-Limnazousas) Street, Quarter of Apostoloi Petrou & Pavlou, 3021 Limassol, Cyprus, (contact number + (357) 25-030036, Email: support@colmexpro.com). Further the Company is a Financial Counterparty (FC) with Legal Entity Identifier code (LEI) 213800R72FXE6691UM97, following the implementation of the European Market Infrastructure Regulation (hereinafter referred to as the "**EMIR**") in the European Union and a Foreign Financial Institution (FFI) following the implementation of the USA Foreign Account Tax Compliance Act (hereinafter referred to as the "**FATCA**") for information reporting purposes with a Global Intermediary Identification Number (GIIN) KKD2Q8.99999.SL.196.

The Client hereby acknowledges that he/she has read, understood and accepted the information loaded on the Company's official domain (website) [www.colmexpro.com](http://www.colmexpro.com) (hereinafter referred to as "the website") which contains the legal documents, including the "[Contract Specifications](#)", "[General Risk Disclosure](#)", "[Client's Categorisation Policy](#)", "[Investor Compensation Fund](#)", "[Conflict of Interests Policy](#)", "[Summary Order Execution Policy](#)", "[Privacy and Cookie Policy](#)" (including GDPR), "[Complaints Handling Procedure](#)", and "[Key Information Documents](#)" (all together referred to as "Legal Documentation"), as in force and/or as these may be amended from time to time which set out the terms upon which the Company will offer Services to the Client, the rights and obligations of both Parties and also include important information which we are required as an authorised CIF to provide to our current and prospective Clients under Applicable Legislation/Regulations as in force and/or as these may be amended from time to time. The Client further agrees and consents that the legal documents mentioned above, which bind the business relationship with the Company, will be received through electronic means, however the Client has the option to request from the Company to receive the legal documents in hard-copy form.

The Legal Documentation mentioned above forms an integral part of this Agreement and by accepting these Terms and Conditions the Client accepts the Legal Documentation uploaded on the Company's website. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to Clients and prospective Clients in any language other than the English language. The Client accepts and understands that the Company's official language is the English language and should always read and refer to the main website for all information and disclosures about the Company and its activities.

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This Agreement is also covered by the Distance Marketing of Consumer Financial Services Law 242(I)/2004 implementing the EU Directive 2002/65/EC, as in force and/or as this may be amended from time to time, concerning the distance marketing of consumer financial services and amending Council Directive 90/619/EEC and Directives 97/7/EC and 98/27/EC as a distance contract does not require the Agreement to be signed by either Party physically in order to be legally binding, however, the Agreement is having the same judicial power and rights as a regular physically signed Agreement applicable to all our communication through a website, as over the telephone, or by written correspondence (including e-mail), also applicable to all the documents that form part of this Agreement between you and us and are provided on the Company's official website.

The Client by completing the Investor's Questionnaire (as part of the Trading Account Application), which informs the Company regarding the Client's Identity and Investment Profile, available on the Company's main website, accepts the following terms and conditions. Then subject to the Company's final approval and upon first funding of his/her account, as per paragraph 17.1, the Client enters into a legal and binding agreement with the Company as any agreement between the Company and its Clients and the procedure to be followed. In case a Client wishes to have a printed agreement, duly signed, and stamped by the Company, the Client must send 2 signed hard copies of the Agreement to the Company, stating his postal address and a copy will be sent back to that address.

By applying for our services, you are consenting to the terms and conditions of all the above-mentioned documents which form the Agreement, and it means that in the event that you are approved and accepted by us as our Client, you, and the Company, us, shall be bound by these terms and conditions for the duration of the establishment of the business relationship.

The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any of its Affiliate(s). This Agreement shall be binding upon and shall be accustomed to the benefit of the parties and their permitted successors and assigns. For these reasons, your benefit and protection, you are advised to read all the above-mentioned documents which form the Agreement and any other letters or notices sent by us carefully, as well as any other additional documentation and information available to you via the Company's official website prior to opening an account and/or carrying out any activity and make sure that you understand, accept, and agree with them before entering into an agreement with us. You should contact us for any further clarifications or seek independent professional advice (where applicable and if necessary).

## 1. DEFINITIONS – INTERPRETATIONS

In this Agreement, unless the content of this Agreement states or requires otherwise, the definitions and interpretations of the following words shall have the meaning as follows:

### 1.1 General Definitions

**Abusive Trading:** shall mean and include any of the following actions such as, but not limited to placing "buy stop" and/or "sell stop" order(s) prior to the release of financial data and news related to the Financial Instrument, arbitrage, manipulations, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform, the use (without the prior and express written consent of the Company) of any software/system (e.g. Expert Advisor(s), Trading systems/programmes, robots, spiders and/or any automated data entry system), or otherwise any software/system, which applies artificial intelligence analysis to the to the Company's systems and/or Platform(s) and/or Client Account.

**Access Codes:** shall mean the username and password given by the Company to the Client for accessing the Company's electronic systems.

**Account Status:** shall mean the Client's account status (open, inactive, dormant, or closed).

**Account or Client Account:** shall mean the unique personalised trading account of the Client with the Company consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

**Active Account:** shall mean any trading account the Client has with the Company, on which the Client has performed at least one trade within a calendar month.

**Account Opening Application Form or Application Form:** shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations and shall mean the paper and/or electronic Account Opening Application Form provided by us and/or displayed on our official website which in turn will be completed and submitted by you to us in accordance with our On-boarding and Client Acceptance Policy requirements in relation to the Services offered by us to you.

**Affiliate:** shall mean any legal entity or a natural person obtaining remuneration from the Company for acting as mediator between prospective Clients and the Company and carrying out activities deemed necessary for the conclusion of an agreement between the Company and its Client, as per the provisions of the present Agreement, for the purpose of introducing clients to the Company.

**Agreement:** shall mean this "Client Agreement" as this may be amended from time to time and made publicly available by the Company within the Company's official website for which the Client consents and agrees that the latest versions of the Agreement and relative Policies published on the Company's official website shall prevail.

**Anti-Money Laundering & Know Your Customer Legislation:** shall mean the Prevention and Suppression of Money Laundering Activities Laws of 2007-2021 as well as any CySEC Rules, Circulars and Directives and/or secondary legislation, issued in the Republic of Cyprus, as in force and/or as this may be amended from time to time.

**Applicable Rules and Regulations:** shall mean (a) MiFID II and MiFIR, (b) CySEC Laws, Rules, Regulations, Circulars and Directives or any other rules of a relevant regulatory authority having powers over the Company; (c) the Rules of the relevant Market; and (d) all other applicable laws, rules and regulations of Cyprus or of the European Union. as in force and/or as these may be amended from time to time which apply to the Company and this Agreement.

**Ask Price:** shall mean the price at which the Client may buy a CFD or a stock (a share).

**Balance:** shall mean the total financial result in the Client Account after the last Completed Transaction and deposit/withdrawal operations at any period of time.

**Balance Currency:** shall mean the monetary unit in which Account's balance, commission fees and payments are nominated and calculated.

**Bid Price;** shall mean the price at which the Client may sell a CFD or a stock (a share).

**Business Day:** shall mean any day on which banks are open for business in the Republic of Cyprus.

**Buy:** shall mean the operation of opening a long position or closing an opened short trade on specific Financial Instrument.

**CIF or CIFs:** shall mean a Cyprus Investment Firm or Cyprus Investment Firms.

**Client Bank Account:** shall mean an account held in the name of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor; and/or an account held on the name

of the Company on behalf of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor.

**Client Classification:** shall mean the Company's classification of Clients as retail, professionals or eligible counterparties as specified in MiFID II and the Company's Categorisation Policy.

**Client Terminal:** shall mean any platform trading facilities offered by the Company, such as MetaTrader 4 (MT4), Colmex Pro MultiTrader and Colmex Pro 2.0 platforms, including (but not limited to) web and mobile versions, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

**Client Money:** shall mean any money that the Company receives from the Client and/or may hold for and/or on behalf of the Client subject to Client money safeguarding provisions in accordance with applicable legislation and in the course of, and/or in connection with, the services provided by the Company.

**Closed Position:** shall mean any position which has been closed. This may be a Long Position or a Short Position which is a Completed Transaction.

**Completed Transaction:** shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

**Confirmation:** shall mean the e-mail notification from the Company to the prospective Client confirming the prospective Client's entry into a Contact and/or establishment of the business relationship with the Company.

**Conflicts of Interest Policy:** shall mean the Company's Conflicts of Interest Policy which can be found to the Company's Website.

**Contract:** shall mean any contract for the purchase or sale of any Financial Instrument including but not limited to CFDs or other transactions related thereto, entered into by and between the Company and its Clients.

**Contract for Differences ("CFDs"):** shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument traded off-exchange or Over-The-Counter ("OTC"), an agreement to exchange the difference in value of a particular instrument and/or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets. CFDs on offer by the Company is available on our Website.

**Contract Specifications:** shall mean the principal trading terms in Financial Instruments (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of Equity and/or CFD offered by the Company and/or as determined by the Company from time to time.

**CRS:** means the Common Reporting Standard of the Organisation for Economic Co-operation and Development (OECD) for the Automatic Exchange of Information, as in force and/or as this may be amended from time to time, and in accordance with Clause 11 below herein.

**Current Buying Power (BP):** shall mean the Client's available buying power for a specific moment.

**Custodian:** means a credit institution providing custody, registration and/or settlement services for money and Securities, a brokerage company holding the respective license, a depository or a settlement system used by the Company.

**CySEC:** shall mean the Cyprus Securities and Exchange Commission, which is the Company's Supervisory Authority/Regulator and/or any other successor body.

**CySEC Rules:** shall mean the Rules, Circulars, Directives, Regulations, Guidance notes of CySEC, as in force and/or as these may be amended from time to time.

**Demo Account:** is a type of a 'virtual account' designed to closely simulate a real trading environment based on actual market conditions. This type of account is offered by the Company to the Clients and/or prospective Clients, in order for them to test their trading skills prior to opening a live trading account. It should be noted that dormant/inactive Demo Accounts shall be automatically deleted within 29 (twenty-nine) days of inactivity without prior notice of termination to the Clients and/or prospective Clients

**Dormant/Inactive Account:** means an Account which has been dormant i.e., a client account with no financial or trading activity within a set period of 12 (twelve) months. The Company shall not charge any Dormant Fee(s). The Company further reserves the right to archive a dormant trading account, on its own discretion, upon prior notice of 5 (five) business days to the Client. A Client can request to restore such a dormant Account by sending an email to the Customer Support Department. An archived account is not considered as a terminated trading account; however, any archived account may only be restored at the Company's discretion. Any dormant trading account can be classified by the Company as an archived account, regardless of the remaining balance of the trading account.

**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.

**Eligible Counterparty:** shall mean an "Eligible Counterparty" for the purposes of the CySEC Rules, as specified in the document "Client Categorisation Policy" found on the Company's Website.

**EMIR:** shall mean Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4th of July 2012 as in force and/or as this may be amended from time to time, and in accordance with Clause 11 below herein.

**Equity:** shall mean the balance, plus any profit from any Open Position(s) [Floating profit] or minus any loss from any Open Position(s) [Floating loss] and shall be calculated as:  $Equity = Balance +/- Floating Profit/Floating Loss$ .

**Essential Details:** shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Underlying Asset, Direction (Buy/or Sell), Opening price, Closing price, style of the Order, the volume, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

**Event of Default:** shall have the meaning given to this term in Clause 14 below herein.

**Execution Venue:** shall mean a Regulated Market, a Multilateral Trading Facility (MTF), a Systematic Internaliser or a Market Maker or other Liquidity Provider or an entity that performs a similar function in a third country to the functions performed by any of the foregoing.

**Expert Advisor:** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**Extraordinary Cases:** shall mean that the company is reacting on external factors.

**FATCA:** shall mean The Foreign Account Tax Compliance Act which requires FFIs to report on the foreign assets held by their US account holders as in force and/or as this may be amended from time to time, and in accordance with Clause 11 below herein.

**FFI:** shall mean Foreign Financial Institution as per the FATCA.

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**Financial Instrument:** shall mean the Financial Instruments under the Company's CIF license which can be found in the document "Company Information" and shall mean any investment in relation to which we are willing to offer a Transaction in relation to; It is understood that the Company does not necessarily offer all the Financial Instruments which appear on its CIF license but only those marketed on its Website, from time to time.

**Floating Profit/Loss:** shall mean current profit/loss on Open Positions calculated at the current Quotes.

**Force Majeure Event:** shall mean any event which in our reasonable opinion results in an emergency situation or unusual market condition which is beyond our control and as per Clause 14 below herein.

**Free Margin:** shall mean the amount of funds available in the Client Account, which may be used to open a position or withdraw or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

**FATF:** shall mean the Financial Action Task Force.

**GDPR:** means The General Data Protection Regulation (GDPR) (EU) 2016/679.

**Good Till Cancel (GTC):** shall mean that placed orders will be waiting for execution outside the trading hours.

**Hedged Positions (Client Account):** shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same Financial Instrument.

**Initial Margin:** shall mean the necessary margin required by the Company so as to open a position.

**Instructions:** shall mean any request made by you in relation to your Account, other than an order to buy or sell any of the financial instruments available on our Platform(s).

**Investment Services:** shall mean the Investment Services under the Company's CIF license which can be found in the CySEC website and in accordance with Clause 3 below herein.

**Law:** shall mean L. 87(I)/2017 regarding the provision of investment services, the exercise of investment activities and the operation of regulated markets, which implements Market in Financial Instruments Directive (MiFID II) 2014/65/EU in Cyprus law and Markets in Financial Instruments Regulation (MiFIR) 2014/604/EU as subsequently amended from time to time

**Level 1 Quotes:** shall mean the National Best Bid and Offer (NBBO) for Securities or the Underlying Asset of CFDs on stocks.

**Level 2 Quotes:** provides users with depth of price information, including all the available prices that market makers and electronic communication networks (ECN) post.

**Leverage:** shall mean the ability to trade large volumes even with a small amount of deposited funds. It is expressed as a ratio of the client's borrowed funds to own funds e.g., 30:1, 20:1, 10:1, 5:1, 2:1, and may vary subject to the provisions of the legislation provided and approved by the European Securities and Markets Authority ("ESMA") and the Cyprus Securities and Exchange Commission ("CySEC") [for e.g., in respect of Transaction Size and Initial Margin in CFD trading. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size]. The Company defines the leverage that the Client/Trader can use on his account as a Buying Power ratio.

**Examples:** Client(s) equities accounts may be defined as type 1, 2, 4 or up to 20 in case of CFDs on equities trading accounts.

1. (Cash account type 1:1) means that the Client's daily buying power is equal to the Client's account Equity.
2. (Leverage account type 1:2) means that the Client's daily buying power is two times bigger than the Client's account Equity.

3. (Leverage account type 1:4) means that the Client's daily buying power is four times bigger than the Client's account Equity.
4. Up to 20 (Leverage account type 1:20) means that the Client's daily buying power is up to twenty times bigger than the Client's account Equity.

**Limit Order:** shall mean an order to buy or sell a financial instrument at a specific price or better.

**Long (Buy) Position:** shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**Losses:** means all direct and indirect liabilities, losses, or costs of any kind or nature whatsoever, including any related legal or administrative costs.

**Maintenance Margin/Necessary Margin:** shall mean the Margin Level calculated by the Company at a certain moment of time that is required to maintain a Client's Open Position(s).

**Manifest Error:** means any Transaction term (including a quote or price) which we reasonably believe to contain an obvious mistake or error, taking into consideration such factors as we consider relevant, including but not limited to, the current underlying market in the product and our market information sheets which are available on the Website or on request.

**Margin:** shall mean the necessary guarantee funds/net amount of money required so as to open or maintain Open Positions in a Transaction with us.

**Margin Call:** shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

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

**Margin Ratio Level: (Current/Actual)** shall mean the current/actual percentage of Cash maintained by the Client in relation to Equity. It is calculated as:  $\text{Margin Ratio Level (Current/Actual)} = \text{Actual Cash maintained for Margin Trading} / \text{Equity}$ .

**Margin Requirements:** shall mean the requirements set out by the Company in respect of the amount of money necessary to open and maintain Open Positions. Margin Requirements include the Initial and Maintenance Margin Requirements. Margin Requirements always relate to each individual client account and must be covered by margins available thereon.

**Margin Trading:** shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size; i.e., the practice where the Client makes a cash down payment (Margin) with the Company and maintains an amount of money according to Margin Level giving him the right to place Orders worth more than the Margin.

**Market order:** shall mean an order to buy or sell a Financial Instrument at the market's current best available price.

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

**Maximum Size Requirements:** shall mean the maximum size transaction (unless otherwise agreed by us) for a particular market.

**MiFID II:** shall mean The Markets in Financial Instruments Directive 2014/65/EU as in force and/or as this may be amended from time to time;

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**Minimum Size Requirements:** shall mean the minimum size transaction (unless otherwise agreed by us) for a particular market.

**Multilateral Trading Facility:** (MTF) shall mean a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract in accordance with the provisions of Title II of MiFID II.

**Normal Market Size:** shall mean the maximum number of units of the Financial Instrument that are transmitted by the Company for execution.

**Open Position:** shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

**Open Buying Power (BP):** shall mean buying power in the beginning of current trading day

**Over Night BP:** shall mean buying power during the night

**Order:** shall mean an instruction from the Client to trade in Financial Instruments.

**Order Execution Policy:** shall mean the Summary Order Execution Policy as this may be amended from time to time and made publicly available by the Company available at the Company's Website regarding best execution when executing Client orders.

**Outsourcing:** means an arrangement of any form between the Company and a service provider by which that service provider performs a process, a service or an activity which would otherwise be undertaken by the Company itself.

**Over-The-Counter (OTC):** shall mean any contract concerning a CFD, or other financial instrument which is not traded on a regulated market.

**Parallel Market:** shall mean an Alternative Stock Exchange Markets for stocks.

**Parties:** shall mean the parties to this Agreement – the Company and the Client.

**Pending Order:** shall mean a Limit, a Stop, a Stop Limit, and a Trailing Stop order in any direction.

**Personal Data Legislation:** shall mean the Directive on Privacy and Electronic Communications 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of Personal Data and the protection of privacy in the electronic communications sector as implemented by the Electronic Communications and Postal Services Law 12(I)/2004 as subsequently amended from time to time.

**Platform:** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

**Platform Fee:** The Company reserves the right to charge a fixed monthly fee ("Platform fee") of 30 USD (or 27 EUR for EUR based accounts) per month for CFDs accounts, and 55 USD per month for Equities accounts, assuming always that the Client's account(s) has the available funds. The Company has the sole discretion to possibly waive this Platform fee for Active Accounts. Other fees and charges shall be charged on Client's account(s) in accordance with the Contract Specifications, as in force and/or as these may be amended from time to time by the Company.

**Politically Exposed Persons:** (PEP) shall mean the natural persons who are or have been entrusted with prominent public functions in the Republic of Cyprus (i.e. Domestic) and/or any other country (i.e. Foreign/International) and their immediate family members or persons known to be close associates of such persons & includes the following:

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- (a) natural persons who are or have been entrusted with prominent public functions in the Republic of Cyprus or abroad, namely: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, *chargés d' affaires* and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.
- (b) The immediate family members of such persons as set out under definition A above herein, which means: the spouse or the person with which cohabit for at least one year and any partner considered by National Law as equivalent to the spouse; the children and their spouses or persons with which cohabit for at least one year and any partner considered by National Law as equivalent to the spouse; and the parents.
- (c) Persons known to be close associates of such persons as set out under definition A above herein, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A above herein.

**Price Gap:** shall mean the situation in trading where a Financial Instrument opens at a price either higher or lower than the closing price the day before.

**Professional Client:** shall mean a Professional Client for the purposes of CySEC Rules, as specified in the document “Client Categorisation Policy” found on the Company’s Website.

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

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

**Quotes Base:** shall mean Quotes Flow information stored on the Server in CFD trading.

**Quotes Flow:** shall mean the stream of Quotes in the Trading Platform.

**Realized Profit/Loss:** shall mean the profit/loss of a closed trade.

**Regulated Market:** shall mean the multilateral system managed or operated by a market operator and 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 authorised and functions regularly in accordance with the provisions of Law.

**Retail Client:** shall mean a Retail Client who is neither a Professional Client nor an Eligible Counterparty, for the purposes of the CySEC Rules, as specified in the document “Client Categorisation Policy” published on the Company’s Website.

**Risk Warning Notice:** means the notice as publish from time to time, detailing the risks of the Services.

**Scalping:** shall mean transactions which are opened and closed within a very short period of time (usually up to 3 minutes) in order to enable the trader to profit from the Bid/Ask difference.

**Segregated Account:** shall mean an Account held with a Banking Institution for the purposes of holding and safekeeping Client Funds/Client Money. The account is held in trust with Clients as ultimate beneficiaries, in accordance with applicable rules and regulations.

**Sell:** shall mean the operation of closing an opened long trade or opening a short trade position on specific Financial Instrument.

**Server:** shall mean the software server side of the trading platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The server is used to arrange for the execution of the Client's Orders or Instructions or Requests, 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.

**Server Time:** shall mean the time of the Company's platform server (namely, **EST(UTC-5) for Trade Evolution and Orbis and GTC(UTC) for MT4**).

**Services:** means the services provided by us and applied by you in your Application Form.

**Short (Sell) Position:** shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**Slippage:** shall mean (a) the difference between the requested price of a Transaction, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; (b) a parameter of Expert Advisor, which define appropriate distance between ordered quote and a quote, which will be provided by the Company upon an Expert Advisor request.

**Spread:** shall mean the difference between Ask and Bid of a Financial Instrument at that same moment.

**Stop Loss:** shall mean an instruction that is attached to a pending order or market order to limit the Client's loss.

**Stop Order:** shall mean the placing of a future (pending) order to cut losses in order to protect or take profit on specific opened Financial Instrument. The trader has three types of Stop Orders: Market, Limit and Range as these are set in the Summary Order Execution Policy of the Company.

**Symbol:** The symbol of Equities, Futures, Options or other financial instruments available for trading.

**Take Profit:** shall mean an instruction that is attached to a pending order or market order to limit the Client's profit.

**Terms:** shall mean the Terms and Conditions of this Agreement governing all the actions that relate to the execution of Client's trades and/or the services offered by the Company to its Clients.

**Tickets:** shall mean the number of transactions made during the trading day.

**Trade Confirmation:** shall mean a communication sent to you containing the key terms of a Transaction entered by you.

**Trading Account and/or Trading Accounts:** shall mean the Client Account and/or the special personal account and/or accounts of a Client that have a unique number or numbers for internal calculation and customer deposits, opened by the Company in the name of the Client.

**Trading Hours:** shall mean the regular trading session hours available for an instrument on a specific exchange or market centre.

**Trading Platform:** shall mean the Company's online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Server and the Client Terminal.

**Operating (Trading) Time of the Company:** shall mean the period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as it sees fit, upon notification to the Client.

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

**Transaction:** shall mean a transaction of the Client in a financial instrument, whether a CFD or Equity or Option and in accordance with the License of the Company ad shall include any type of transaction affected in the Client's trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades, Transfers between other accounts which belong to the Client or an authorized representative.

**Transaction Size:** shall mean by number of units held in a stock or a CFD.

**Used Margin:** shall mean the blocked margin required by the Company to maintain open positions and pending orders.

**US Reportable Persons:** have the meaning in accordance to FATCA, namely:

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

**Website:** shall mean the Company's website at <https://www.colmexpro.com/> or such other website as the Company may maintain from time to time.

**Withheld BP:** shall mean the buying power used to hold a Financial Instrument.

**Written Notice:** shall mean any notice or communication given via the Trading Platform internal mail, email, facsimile transmission, post, commercial courier service, air mail and the Company's Website.

## 1.2 Specific Definitions

### Definitions - Interpretations related to Securities and related products

**Agent:** shall mean that the Company acts as an Agent in relation to Equities (Shares & Depository Receipts), Exchange traded products (Exchange traded funds, exchange traded notes etc.), and Options for which orders are executed via execution venues in a third country (United States) and traded on regulated execution venues.

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**Buying Power ratio:** shall mean the standard buying power for securities: 1:4 Intraday and 1:2 Overnight. Retail Clients' standard buying power for CFDs: 1:5 Intraday and 1:2 Overnight. The buying power of retail clients trading in CFDs is determined by the Underlying Asset according to the regulatory requirements imposed to the Company by CySEC. The buying power of Elective Professional clients trading in CFDs will be determined by the Underlying Asset assessment of Appropriateness Test according to the regulatory requirements imposed to the Company by CySEC.

**Currency Quotes on Financial Instrument:** All of the Financial Instruments provided by the Company are quoted in U.S. dollars currency per unit.

**Securities trading below \$5 or/and options trading:** leverage will not be available in all account types, for option trading or trading securities at a security quoted lower than 5 USD. Securities with a market value of less than \$5 per share may not be purchased on margin or deposited as margin collateral. If the market value of a security drops below \$5 per share, the security may not be assigned any value as collateral to secure your margin obligations.

### **Definitions – Interpretations related to CFDs and related products**

**Access Codes** – the username and password given by the Company to the Client for accessing the Company's electronic systems.

**Balance** – the sum on sub – account of the Client after the last transaction made within any period of time.

**Balance Currency** – the monetary unit in which sub – account's all balances, commission fees and payments are nominated and calculated.

**Base Currency** – the first currency in currency pair

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

**Hedged Position (Company):** shall mean any CFD position, which the Company enters into with a third party of the same CFD opened on the Client Account, to hedge its exposure under the CFD between the Client and the Company.

**Lot:** shall mean a unit measuring the transaction amount specified for each Underlying Asset.

**Lot Size:** shall mean the number of the Underlying Assets in one Lot in a CFD.

**Liquidity Provider:** shall mean any Financial Institution, Bank, Systematic Internaliser, a Prime Broker, Market Maker who holds himself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against his proprietary capital at prices defined by him and/or facilitate the execution of transactions in Financial instruments; Liquidity provider will offer different spreads for different pairs and different volumes for each pair.

**Negative Balance Protection:** (NBP) for CFD trading shall mean the total negative financial amount in the Client Trading Account owed by the Client to the Company, as such, any client trading losses cannot exceed the funds on a client's trading account, giving the client greater protection. However, it should be noted that the entire capital of the client is still at risk. NBP ensures that traders who possess losing positions do not enter into a negative balance in their CFD trading account. Clients can never lose more than what they have on deposit with the broker. If a leveraged position deteriorates rapidly, such as through a price spike, a client who employed leverage can theoretically have negative equity in their position or account. NBP will only be instituted on a per-account basis. Meaning, that a client who has one large leveraged position within a portfolio can still lose more than the value of the initial position. Any other positions or funds the client has

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with the broker can be used to cover that negative balance. But, on the whole, a Client's account can never enter negative territory. If it does, the loss falls to the Company, not to the Client.

**Principal:** shall mean that the Company acts as a Principal when it is the execution venue with respect to the execution of the Client's orders.

**Stop Out:** shall mean the liquidation of all or part of the position when the Client's Account Margin Level drops below 50%. The Margin Level may be changed by the Company to match the one provided by the Liquidity Provider(s) and/or at the Company's own discretion.

**Swap:** for CFD trading shall mean the interest added or deducted for holding a position open overnight.

**Rollover:** shall mean the process of extending the settlement date of an open position by rolling over the position and extending the settlement.

**Underlying Instrument/Asset:** shall mean the object or underlying asset in a CFD which may be Currency Pairs, Metals, Stocks, Indices, Commodities, Futures or other instrument, asset or factor whose price or values provides the basis for us to determine our price for a Market or as determined by the Company from time to time and made available on its Website.

**Underlying Market:** shall mean the relevant market where the Underlying Asset of a CFD is traded.

## 2. APPLICATION, COMMENCEMENT & CLIENT ACCEPTANCE

2.1 The Client understands and hereby accepts that the Company in its sole discretion may not (and may be unable under Applicable Regulations) accept a Client, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied.

The Client must fill in and submit the online Account Opening Application Form found on the Company's website and provide to the Company all the required identification documentation. The Company shall then send a written Confirmation to the Client confirming that he has been successfully accepted as a Client of the Company confirming the Client's entry into a Contact and/or establishment of the business relationship with the Company. The Client is provided with Access Data to enable the Client trade in Financial Instruments (i.e., CFDs) on the Company's electronic Platform. All Orders placed on the Platform are executed according to the Best Execution Policy and Policy to Act in the Best Interest of the Client. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain Countries.

2.2 The Client acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Client as its Client. The Company has the right to decline and/or refuse to accept a Client as its Client, if it reasonably believes that the Client might pose a risk to the Company and/or if accepting such a Client shall be against the Company's Client Acceptance Policy. It should be noted that the Company is under no obligation to provide any reason for not accepting a prospective Client as its Client.

2.2 The Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company will only be provided to Clients that are over 18 (eighteen) years of age, have full legal capacity and have no legal limitation for entering into a business relationship and/or opening an Account with the Company.

2.3 The Company does not accept clients residing in the USA or Canada. The Company has the right to impose additional requirements or pre-conditions to accept clients residing in or from specific countries at any time and is at the Company's sole discretion without being obliged to provide any explanation.

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## **2.4 Assessment of Appropriateness**

In providing the Service of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a Client or Potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. MiFID II requires certain information on Clients for the purposes of assessment of appropriateness the Company is obliged to obtain information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client, before the Company can accept him/her as a Client, the so called "Appropriateness Test".

The Company is required to make an assessment as to whether the product and/or service being provided and/or offered is appropriate for the Client. The Appropriateness Test is performed on the provided services to Retail Clients, by deriving information regarding their experience level and knowledge that would enable them to understand the risks related to the requested transaction. The information provided by the client regarding his knowledge and experience should include the following to the extent appropriate to the nature of the client, the nature and extent of the service to be provided and the anticipated type of product or transaction, including their complexity and risks involved:

- (a) the types of services, transactions and financial instruments with which the Client is familiar;
- (b) the nature, volume and frequency of the Client's transactions in financial instruments and the period over which they have been carried out;
- (c) the level of education, financial position, profession or the relevant former profession of the Client.

The above information regarding the Client's knowledge and experience is provided to the Company by the Client by completing the Investor's Questionnaire. The Company is entitled to rely on the information provided by the Client unless it is aware or ought to be aware that the information is manifestly out of date, inaccurate or incomplete.

In case the Client elects not to provide the information regarding his knowledge and experience or provides insufficient information, the Company hereby warns the Client that such a decision will not allow the Company to determine whether the investment service or financial product envisaged is appropriate for the client. It should be further noted that:

- i. Should following the Appropriateness Test the Company considers the financial instrument, in relation to the services provided, appropriate, in relation to the services provided to the specific Client, then the service is properly provided to the Client. In this case, the elements to be assessed will be the Client's knowledge and experience in the investment sector relating to that particular category of financial instrument offered or required, so as to secure that the Client is aware of any risks.
- ii. Should following the Appropriateness Test the Company considers the financial instrument, in relation to the services provided, not appropriate, in relation to the services provided to the specific Client, then the Company warns the Client accordingly through a disclaimer/on-line or electronic notification. Should the Client insist on receiving services in relation to the specific financial instrument the Company can only proceed after having warned the client that the Company is not responsible for the risks resulting from the execution of the specific transaction and the provision of these services and only after having received specific and written instructions by the Client. In any other case, the Company will not execute any transactions on behalf of the Client.
- iii. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for the Client and will not allow the opening of Client Account.

- iv. Should the Client request from the Company to proceed with a transaction, in spite of being given a warning by the Company, it will be on the discretion of the Company to consider further whether to proceed in the circumstances, taking always into account and into consideration the particular risks for the Client as well as the nature of the service and/or the type of product and/or transaction.
- v. The Client explicitly and irrevocably consents and accepts that there are risks associated with trading and/or possession of given financial instruments, the potential leverage effect for these instruments, the risk of loss of all invested means, and/or potential loss of the amount in excess of originally invested means, the amount of commissions and/or other mandatory fees, foreign exchange risk related to carried out investments and settled in foreign currencies, investment risk in volatile financial instruments and/or instruments without adequate liquidity.

2.5 The Company may not proceed to the opening of a Client Account and accept any Client deposits and allow the Client to undertake any trading activities, until such person is accepted as a Client. Further, the Client acknowledges and understands that the Company has the right to refuse to activate an account and/or shall not accept any money from any prospective Client until all documentation requested has been provided to the Company, which has been properly and fully completed by the prospective Client. The prospective Client shall not yet be considered as a Client of the Company if all internal Company checks, including without limitation to anti-money laundering checks and the appropriateness tests have not been duly satisfied. The Client acknowledges and understands that the Company may request additional due diligence documents for further clarification.

2.6 The Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

2.7 The Company retains the right to request additional documentation and/or information from the Client at any time throughout the term of this Agreement and/or during the business relationship with the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client.

2.8 The Company reserves the right to limit, block access to the Clients' Account and/or terminate the business relationship and/or close the account if the required documentation and/or information appears at any time during the establishment of the business relationship be inaccurate, false, incorrect and/or incomplete.

2.9 The Client agrees that he/she will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers or conceal his/her identity from the Company by any means and for any reason.

2.10 The Client hereby agrees that the Company may, at any time, request information from the Client and that Client will provide such information, in order to comply with the legislative requirements at the given time. In addition, the Client undertakes to disclose any changes to the information provided to the Company. The Client also acknowledges that the Company may use such information for the purpose of conducting research, its own and/or third-party, in order to verify the identity of the Client and gather relevant information to complete the economic profile of the Client.

2.11 The Client accepts that from the date of the notification, has 15 natural days to provide the Company with the missing documentation. During such period, the Client is able to deposit a total amount of EURO 2000 (two thousand euros or the equivalent amount in any other currency) in the Account Currency and cannot request withdrawals. If client provides the missing documentation in due time, the Company shall update the Client's Account status in a reasonable time and shall inform the Client that the deposit limit has been lifted and that the withdrawal option has been enabled. If the Client has not provided the missing documentation in due time, on the 15<sup>th</sup> natural day the Company shall close all existing open positions (the time of the closing of the open positions is at the discretion of the Company), refund the remaining Balance, disable and/or void

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any Access Data the Company has given to the Client until such date and terminate the Business Relationship. If the 15<sup>th</sup> day is not a Business Day, then the Company shall take the mentioned actions on the last Business Day before the 15<sup>th</sup> one.

2.12 The Company has the right to close any Account opened by a prospective Client which has not been approved by the Company and which has been pending for approval for a set period of 3 (three) months.

2.13 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 the Company's Client and that a Client Account has been opened for him. If the Client meets with the Company face to face to conclude the Agreement, then the Agreement shall come into force and effect on signature date.

2.14 The client has the right to cancel the Agreement by giving the Company notice in writing within the first fourteen (14) days of the Client's account activation. The Company will return to the Client any amount the Client transferred to the Company, subject to the Client not having entered any trades via the Company's platform(s). Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the "Termination" section of this Agreement.

2.15 The Client shall notify the Company in any event he becomes aware that his engagement in this agreement violates any law or regulation applicable upon the Client.

### **Anti-Money Laundering**

2.16 The Client hereby undertakes, warrants, represents, and consents that he/she will be compliant at all times with the applicable Regulations and Laws concerning money laundering, corruption, bribery, and financial crime prevention. Further you hereby accept that the Company is required to follow the Anti-Money Laundering applicable Laws and Regulations (hereinafter referred to as the 'AML Laws').

2.17. You hereby further agree that the Company has the right to terminate this Agreement with immediate effect or refuse to provide any service if you:

- a) are acting in breach of the AML Laws;
- b) are refusing to provide us with any required documentation to verify your identity and residence as required by the AML Laws.

2.18 You agree that the Company will not be liable for any loss or damage that you may suffer as a result of any of the actions mentioned in Clause 2.17, which we consider necessary in order to comply with our obligations deriving from the AML Laws as in force and/or as these may be amended from time to time.

2.19 In case that the Company receives any request from a Regulatory Body or Authority in relation to your trading account, you hereby agree that you will cooperate with the Company in the provision of information that might be requested.

2.20 The Client hereby undertakes, warrants, represents, and consents that he/she, during the account opening process, provide information to the Company in order for the latter to construct the Client's economic profile accordingly to the CySEC AML Laws, as in force and/or as these may be amended from time to time, for the Company to be in a position to monitor the Client's trading activities.

### **3. PROVISION OF LICENSED SERVICES**

3.1 The principal activities of the Company relate to the provision of the following Investment and/or Ancillary Services in relation to Financial Instruments in accordance with the provisions of the applicable CySEC Laws, Regulations and further CySEC requirements as these as in force and/or as these may be amended from time to time.

3.2 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its sole discretion offer the following Services to the Client:

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**i. Investment Services that the Company is licensed for:**

- (a) Receive and transmit Orders.
- (b) Execute Client Orders.
- (c) Dealing on Own Account.

**ii. Ancillary Services that the Company is licensed for:**

- (a) Safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.
- (b) Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial
- (c) Foreign Currency Services provided they are associated with the provision of the reception and transmission service.
- (d) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments

3.3 The Client is informed that for any orders placed with the Company, the Company acts as a Principal or an Agent on the Clients behalf. The Company decides in which instruments/accounts it will acts as an agent for the transactions executed in Stocks and as a principal for the transactions executed in CFDs.

The Client acknowledges that his or her execution will vary between asset classes depending on the execution model. Client's orders are executed against the proprietary capital of the Company or via third party broker(s). In cases where the Company acts as an Agent on the Client's behalf, the Company's execution venue is Over the Counter (OTC) market, represented by licensed brokers within the EU or equivalent countries for CFDs accounts, and in case of Equity accounts – Regulated Market. Detailed information about the order execution of the Company is provided in the Order Execution Policy which is an integral part of these Terms and Conditions.

3.4 The Company offers to its Clients the Investment and Ancillary services as Principal in relation to the financial instruments set out below:

- (a) CFDs on securities (stocks), ETFs, currency pairs, spot metals (spot), future contracts (i.e., commodities and financial indices), cryptocurrencies, and any other underlying assets.
- (b) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
- (c) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- (d) Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/ or an MTF.
- (e) Options, futures, swaps, forwards, and any other derivative contracts relating to commodities that can be physically settled not otherwise mentioned in point (d) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.
- (f) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to

whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls.

- (g) Such other investments instruments agreed upon with the Company and allowed under the Company's Cyprus Investment Firm License.

The Client understands that CFDs are derivative products, and therefore they will not be entitled to own any underlying instrument. The Client also understands that no physical delivery of any underlying asset shall occur. It is further understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to. You will not have any rights of ownership or otherwise in any Underlying Asset as a result of a CFD Transaction. We will not transfer any Instrument or the rights in such Instrument (such as voting rights) to you.

3.5 The Company offers to its Clients the Investment services as Agent in relation to the following financial instruments: Securities (stocks) and ETFs traded on United States Markets; and over-the-counter securities (stocks) traded on a Parallel Market.

3.6 The Company may receive fees and/or commissions from Liquidity Provider(s) that are based on the revenue generated by trades placed by Clients. Notwithstanding this, the criteria for selecting a Liquidity Provider are always aligned with the Company's policy of obtaining the best possible result for Clients on a consistent basis.

3.7 The Client is provided with Access Codes to enable the Client trade in Financial Instruments (i.e. CFDs, Securities) on the Company's Platform.

3.8 The Platform(s) will be regularly updated and you should download and install the updates when prompted in order to achieve the most efficient platform functionality.

3.9 All Orders placed on the Platform are executed according to the Best Execution Policy and Policy to Act in the Best Interest of the Client.

3.10 You will be solely responsible for all obligations arising out of a Transaction, and we will treat you as our client in relation to the Transactions at all times. You will not allow any person to deal on your behalf unless we agree that such person (hereinafter referred to as the "**Agent**") may do so. If we agree that an Agent may act on your behalf, we will be entitled to rely on any instructions given to us by the Agent in relation to your account. We may require confirmation that the Agent has authority to act on your behalf at any time.

3.11 It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments. It is hereby further agreed and understood that the Company reserves the right to reject a Client's request to trade in both Securities and CFDs and to allow such Client, at the Company's discretion, to trade only in either Securities or CFDs or CFDs related to a specific underlying asset class and the Client agrees that the Company will have no obligation to inform the Client of the reason.

3.12 We shall not accept Orders or Transactions received via email, text, letter or voicemail messages or verbal conversations over non-recorded telephone lines (e.g., dealers' personal mobile phones) or instructions given in a personal conversation.

3.13 We may refuse an instruction to trade for any reason or no reason. The Client shall notify the Company in any event he becomes aware that his engagement in this agreement violates any law or regulation applicable upon the Client.

3.14 We quote a two-way price in a Size acceptable to us involving a spread between the Buy and the Sell price where you may Buy at the higher price or Sell at the lower price.

3.15 The levels of volatility in the market affect both price and volume. The Company strives to provide the best possible price to its Clients and makes every effort and necessary arrangements to do so; however, it may

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be impossible to guarantee the execution of any or all of the pending orders at the declared price. Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop Orders on Financial Instruments offered by the Company are executed at the declared by the Client price on the first current price touch. But under certain market conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop) on any Financial Instrument at the declared price. In this case, the Company has the right to execute the Client Order at the best available price given the market depth and volatility for the given security at that point in time. More details on the cases that this might occur can be found in the 'Order Execution Policy' of the Company which is accessible via the Company's website under section 'Legal Documentation'.

The Company has the right to impose additional requirements or pre-conditions to accept clients residing in or from specific countries at any time and is at the Company's sole discretion without being obliged to provide any explanation

3.16 The Client acknowledges that the Services do not include the provision of investment advice. Any investment information as may be announced by the Company to the Client does not constitute investment advice but aims merely to assist him in his investment decision making. No information provided by the Company shall be deemed as an assurance or guarantee on the expected results of any transaction.

3.17 The Client hereby agrees that the Company may, at anytime, request information from the Client and that Client will provide such information, in order to comply with the legislative requirements at the given time. In addition, the Client undertakes to disclose any changes to the information provided to the Company. The Client also acknowledges that the Company may use such information for the purpose of conducting research, its own and/or third-party, in order to verify the identity of the Client and gather relevant information to complete the economic profile of the Client. The Client agrees and acknowledges that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely, for this purpose on the Company. It is also understood and accepted that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

3.18 The Company's operations times are included in the Contract Specifications acknowledged by the Clients and available on the Company's website, as currently in force, and/or as these maybe amended from time to time.

3.19 The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete so that the Client is capable to evaluate the risks involved in trading Equities and CFDs and the Company shall have no responsibility to the Client if such information is inaccurate or misleading and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

3.20 The Company relies on the information provided by the Clients and/or potential Clients and it has no responsibility unless it is aware and/or ought to have been aware that the information provided by the Client and/or potential Client is manifestly out of date, inaccurate and/or incomplete. Subject always to any applicable obligations in the Regulations, the Client is responsible for making an independent appraisal and investigation into the risks of a particular transaction he wishes to invest into.

3.21 Moreover, MiFID II makes a distinction between services that are a matter of execution and those where prior assessment is required to determine the extent to which the service and/or product is suitable to the Client's needs and circumstances and appropriate to the client's level of knowledge and experience. Further, the Company may request from the Client to re-perform the Appropriateness Test in cases where a substantial and/or material change, in the initial information provided by the Client, has occurred. As such, the Company encourages Clients and/or potential Clients to provide all required information in order to assess their suitability to take investment decisions and the appropriateness of the financial instruments they wish to invest into.

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#### 4. TRADING BENEFITS/PROMOTIONS

4.1 The Company might offer certain trading benefits. The Client and the Company will be bound by the terms of each trading benefit scheme in addition to the terms and conditions governing the contractual relationship between the two parties. The Client might request to be informed of any available scheme, however the Company will assess and decide in accordance with the Client's trading activity and profile, whether the client will be entitled to receive the trading benefit.

4.2 At all times, the Company reserves the right to deny, withhold or withdraw any Trading Benefit at Company's sole discretion at any time. In addition, if the Company suspects that a client (whether alone or with others) has manipulated or abused (or attempted to do so) a Trading Benefit and/or otherwise acted in bad faith towards the Company (including without limitation, by withdrawing the initial deposit(s), arbitrage trading, risk reduced profiting, hedging or counter-hedging related positions etc.), then, the Company reserves the right, at our sole discretion, to take the following actions with respect to any such client and/or to any person Company considers is acting in concert with such client: (i) temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or (ii) remove and/or deduct any benefit which might have been granted to such users (taking into account any loss sustained which will be fully recognized); and/or (iii) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable Account(s), and/or (iii) deny, withhold or withdraw from that user such promotion and any future promotion. For the avoidance of doubt in such circumstances any benefit granted to such users and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognized and sustained.

4.3 If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.

4.4 Any reference in these Terms to a person shall include bodies' corporate, unincorporated associations, partnerships, and individuals.

4.5 Any reference in these Terms to any enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such enactment (or under such a modification or re-enactment).

4.6 Any headings and notes used in these Terms are intended exclusively for convenience and shall not affect the content and interpretation of these Terms.

4.7 This Agreement shall govern the provision of the Services (as specified by you in your Application Form) by us to you and each Transaction entered into under this Agreement. This Agreement shall come into effect on the date we open your Account. We advise you to read the Agreement carefully and to contact us if you do not understand any of the terms. By signing the Application Form or by electronically submitting your application on our website you confirm that you accept the terms of the Agreement.

4.8 Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

4.9 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, circulars, 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.

4.10 This Agreement sets out the basis on which the Company agrees to provide Investment and/or Ancillary Services in relation to Financial Instruments to its Clients. Depending on the Investment Service(s) and/or Financial Instrument(s), the Company will be subject to, among other things, as applicable, the Regulations,

the protection of Personal Data Law and other codes of conduct and/or circulars applicable for the provision of relevant services issued by CySEC.

4.11 This Agreement should be read in its entirety in deciding whether the Client should acquire and/or continues to hold any Financial Instruments in accordance with the Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company accordingly.

4.12 This Agreement is provided to assist the Client in making an informed decision about the Company, its Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company and the risks related to the provision of the Investment and/or Ancillary Services in relation to Financial Instruments and applies to both Retail and Professional Clients.

## 5. CLIENT'S CATEGORISATION

5.1 The Company categorises its' Clients as retail clients, professional, elective professional clients or eligible counterparties as per MiFID II. The categorisation intends to reflect the client's level of knowledge and experience in the financial markets and their ability to understand and take on the risks arising from their investment decisions, to adopt protective measures to the particularities of each category of investor.

5.2 The categorisation is undertaken on the basis of objective criteria and shall depend on the information provided by the Client in his Account Opening Application Form and according to the method of categorisation as this method is explained under the document "Client Categorisation Policy". By accepting this Agreement, the Client accepts application of such method. The Company will inform the Client of his categorisation as a Retail Client or Professional Client or, as the case may be, Eligible Counterparty according to Applicable Regulations. The Client has the right to request different categorisation.

- (a) Retail Clients: Clients that are not either professional clients or eligible counterparties who are deemed to have less investment knowledge and experience and so they receive the maximum level of protection provided for by MiFID II both in carrying out the tests and in the scope the pre and post contractual documentation and information that must be made available to them. This category includes the majority of individuals.
- (b) Professional Clients: Clients that possesses the experience, knowledge and expertise to make its own investment decisions and properly assess the risks it incurs. The category includes entities that fall within the category of "Eligible Counterparties", such as investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities (UCITS), pension funds and national governments, plus institutional investors whose main activity is to invest in financial instruments and exceptionally some individuals who may be treated as professional clients upon request. It is in the Company's sole discretion to decide whether a retail client may be treated as a professional client based on the knowledge and experience the client possess. Professional Clients are deemed to have more investment knowledge and experience and are provided with less protection under MiFID II, since they are assumed to have sufficient knowledge of the markets and financial instruments and are able to make their own decisions and to undertake the risks involved.
- (c) Eligible Counterparties ("ECP"): Clients that are per se eligible counterparties, such investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities (UCITS), pension funds and national governments which are automatically treated as eligible counterparties, as well as entities that may be treated as eligible counterparties with their consent, such as large undertakings, that meet specified size tests and clients who may be treated as ECPs in accordance with the prescribed opt-up criteria. To be treated as ECP as specified in MiFID II, is required for the entities to be recognised as such by their Home Member State. MiFID II provides a basic level of protection since the entities operate in the financial market frequently and directly.

5.3 In our dealings with you, we may treat you as a Retail Client, Professional Client or Eligible Counterparty. Unless we expressly agree otherwise in writing with you, we shall at all times treat you as a Retail Client for the purposes of the 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 found on the Company's Website. However, if you request a different categorization and the Company agrees to such categorization, you accept that the level of protection that is afforded by CySEC Regulations and other Applicable Regulations may differ. The Company cannot enter into title transfer financial collateral arrangements with Retail Clients.

5.4 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. You may request a different client classification to the one allocated to you but please be aware that we may decline such a request. If you do request a different category from Retail Client and we agree to such a request, you will lose certain protections afforded by certain CySEC Rules. In certain circumstances we may wish to re-categorise you but, if we do so, we will write to you explaining clearly why we are doing this and the effect this will have on your rights. We will request your consent to such re-classification.

5.5 The Client is bound by the method of categorization as this is explained thoroughly in the Company's main website under the title — CLIENT CATEGORISATION and as stated above, by accepting these terms and conditions the Client accepts the application of this method.

5.6 The Company shall have the right to review the Client's Categorisation, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect by providing the Client with advance notice of at least five (5) Business Days. The Client has the right to request a different client categorisation. You accept that when categorizing you and dealing with you, the Company will rely on the accuracy, completeness and correctness of the information provided by you in your Account Opening Application Form. You have the responsibility to immediately notify us in writing if such information changes at any time thereafter.

5.7 The Company will notify Clients in writing for the categorisation. The Company has incorporated MiFID II criteria in carrying out the classification of Clients to its' Client Categorisation Policy found on the Company's website under Legal Documents. The Company based on MiFID II applies different level of protection to each category of clients. Retail Clients afford the most regulatory protection. Professional Clients and Eligible Counterparties are considered to possess more experience, knowledge and be more sophisticated to assess their own risk and may afford less regulatory protection.

5.8 It is noted that different rules and different levels of protection apply to Clients depending on their categorisation. The Client accepts that he may be put in different categories for particular investment services and/or transactions and/or types of transactions and/or products.

5.9 The client category will determine the level of protection afforded to the Client under applicable legislation and in accordance with the Company's Categorisation Policy and Investors' Compensation Fund Policy. This includes the Client's access to, and eligibility by, the Financial Ombudsman of the Republic of Cyprus in the event of a complaint about the Company. A "Retail Client" is afforded with the highest regulatory protections available. The Company will notify the Client about the Client's entitlement of certain regulatory protection(s) prior to agreeing to a re-categorization request. Further information about the Financial Ombudsman of the Republic of Cyprus can be found in [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy).

5.10 Further, and without limiting the foregoing, the Company is required to comply based on the Intergovernmental Agreement between Cyprus and the United States and has taken all reasonable steps to be considered in compliance with FATCA. The Client acknowledges and accepts that the Company, as an FFI, is required to disclose information in relation to any US reportable person(s) to the relevant authorities, as

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per the reporting requirements of FATCA. Finally, and following the implementation of the European Market Infrastructure Regulation (EMIR) on OTC derivatives, central counterparties and trade repositories, the Company is required to classify its Counterparties as a Financial Counterparty (FC) or a Non – Financial Counterparty (NFC).

## **6. ASSURANCES, GUARANTEES AND COVERAGE**

6.1 The Client states, affirms and guarantees that:

- (a) Whatever money handed over to the Company belongs exclusively to the Client, free of any lien, charge, pledge and any other encumbrance, being no direct or indirect proceeds of any illegal act or omission or product of any criminal activity.
- (b) He acts for himself and not as a representative or a trustee of any third person, unless he has produced, to the satisfaction of the Company, a document and/or powers of attorney enabling him to act as representative and/or trustee of any third person;

6.2 The Client agrees and understands that the Company reserves the right to refund / send back to the remitter (or beneficial owner) any amounts received under sections i. and ii. of this paragraph, if the Company does not accept sufficient proof that these amounts are not, directly or indirectly, proceeds of any illegal act or omission or product of any criminal activity and/or belong to a third party and the Client has not produced sufficient excuse for that, and consents that the Company may reverse any or all types of previous transactions performed by the Client in any of his trading accounts and terminate the agreement under paragraph 18. The Company reserves the right to take any legal action against the Client to cover itself upon such an event and claim any damages caused to the Company by the Client as a result of such an event.

6.3 The Client will be assigned/given by the Company with a unique username and password in order to access his trading account. The Client can alter the password at any time; however, the username remains the same at all times unless modified by the Company. Under no circumstances, the Company will be held liable for any change to the Client's access codes. Colmex Pro reserves the right to alter/change the client's username upon prior notice to the Client.

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

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

6.6 The Company warns the client that leveraged products are of a high risk and the client can lose all or even more than the invested capital. For CFDs and Forex the Company provides 'negative balance protection', therefore the client cannot lose more than the total invested amount. The Company shall apply the negative balance protection policy, comprehensive of all accounts held by the Client with the Company, in cases where such negative balance is due to the stop out. However, should the account(s) be stopped out due to illiquid market(s) or other external factors that are not in the Company's control, the Company reserves the right to review the ground(s) for the negative balance and should it be proved that the outcome is due to factors that were not in the Company's control, the negative balance protection policy may not be applied and the Client shall be liable for settlement of the negative balance with the Company.

6.7 For trading in Securities, the Company takes the necessary measures in order to avoid such cases of negative balance. However please note that there are cases that are falling beyond the Company's full control.

### **Advice and Provision of Information**

6.8 The Company will not advise the Client about the merits of a particular Transaction. The Client acknowledges that the Company will not provide any form of investment advice and that the Services do not include the

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provision of investment advice in Securities or CFDs or the Underlying Markets of any CFDs. The Client may enter into Transactions alone and take all relevant decisions based on his/her own judgement. The Client represents that he/she has been solely responsible for making his/her own independent appraisal and investigation into the risks of the Transaction in case where the Client asks the Company to enter into any Transaction. The Client represents that has sufficient knowledge, market sophistication, professional advice and experience to make his/her own evaluation of the merits and risks of any Transaction. The Company may not provide any warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

6.9 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 should seek independent expert advice if in any doubt as to whether any tax liabilities may occur. The Client is hereby warned that tax laws are subject to change from time to time.

6.10 The Company may, from time to time and at its sole discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, news, market commentary or other information but not as a service. Where it does so:

- (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/her own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- (d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that 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 representations as to the time of receipt by the Client and cannot guarantee that the Client will receive such information at the same time as other clients.

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

6.11 The Client understands, accepts and agrees herewith that the Services provided by the Company do not include the provision of investment advice. Any investment information as may be announced by the Company to the Client does not constitute investment advice but aims merely to assist him in his investment decision making. The Client acknowledges, understands, accepts and agrees herewith that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely, for this purpose on the Company. The Client acknowledges, understands, accepts and agrees herewith that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment and/or information.

**Important Notice: You hereby represent and warrant that you provide assurance to us that what is stated is true. If not, this will give us the right to terminate our relationship and take any other action if necessary.**

## 6. ELECTRONIC TRADING

7.1 By signing this Agreement, the Client is entitled to apply for access codes, within the Company's electronic systems, in order to be able to give orders for the purchase or sale of Financial Instruments with the Company, through a compatible Personal Computer of the Client, connected to the internet. The Client acknowledges and understands that the Company reserves the right, at its discretion, to terminate the Client's access to the Company's electronic systems or part of them in order to ensure the effective and efficient operation of its

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systems and protect the interests of all its Clients and its own. In such cases, the Company may close any or all trading accounts of the Client under paragraph 18.6.

7.2 The Client agrees and states that he will keep in a safe place the access codes and not reveal them to any other person. He will not proceed and avoid proceeding in any action that may allow an irregular or unauthorized access or use of the Electronic System.

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

7.4 The Client undertakes to notify the Company immediately if it comes to his attention that his access codes are being used unauthorized.

7.5 The Client acknowledges that the Company will not take action based on orders transmitted to the Company using electronic means other than those orders transmitted to the Company using the predetermined electronic means.

7.6 The Client agrees to use software programs developed by third-parties, browser software that supports Data Security Protocols compatible with protocols used by the Company. Moreover, the Client agrees to follow the access procedure (Login) of the Company for Electronic Services that support such protocols.

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

7.8 The Client acknowledges that the Company bears no responsibility for any loss of the Client due to the inability of the Client to access the Company's Trading Platform(s) if this inability was:

- (a) a result of the Client's failure to keep the Trading Platform software provided to the Client up to date with all necessary updates and upgrades;
- (b) caused by any other mechanical, software, computer, telecommunications or other electronic systems failure outside of the control of the Client or the Company.

7.9 The Client understands and agrees that the Platform services are provided by third party, "as is", "as available", without warranty of any kind by the system provider, express, implied or statutory (including, without limitation, timeliness, sequence, completeness, accuracy, or freedom from interruption), any implied warranties arising from trade usage, course of dealing or course of performance, or the implied warranties of merchantability, fitness, for a particular purpose, title and Non-infringement. The entire risk as to the quality and performance of the services offered through the Trading System is with the Client.

7.10 Furthermore, there is no representation by the Company that such services or any information provided in connection therewith, will meet the Client's requirements, be error free, or operate without interruption. The Company, its broker/dealer, and its clearing broker rely upon sophisticated computer software and hardware to execute transactions, which are subject to failure due to a variety of factors. In addition, the exchanges, such as NASDAQ and the electronic communication networks ("ECN") have computer systems that sometimes malfunction. The Client understands that among other events, the Client may experience losses due to system crashes during both peak and low volume periods, the loss of orders and delayed, conflicting and inaccurate confirmations on orders or cancellations that initiated by the Client, without any liability of the Company.

7.11 The Client hereby accepts, consents, agrees, and acknowledges that in the remote case(s) of any Company platform trading malfunction, the Company at its sole discretion, may either reverse any or all types of previous transactions performed by the Client in any of his trading accounts, irrespective of whether this trading activity is resulting in profits and/or losses, as the case may be, for the Client and/or credit and/or debit, as the case may be, the Client's trading account for the said profit and/or loss.

7.12 The Company is not an Internet Service Provider, nor is responsible for any electricity failures that prevent the use of the system and cannot be responsible for not fulfilling any obligations under this agreement because of the internet connection or electricity failures. In the case of such electricity / communication/ Internet failures and If the Client wishes to execute a position, the client must telephone our operators on the phone line +357 25-030036 and give them verbal instructions. The Company reserves the right to decline any verbal instructions in cases where its telephone recording system is not operational or in cases where the Company is not satisfied of the caller's/Client's identity or in cases where the transaction is complicated and reserves the right to ask the Client to give instructions by other means.

### **Abusive trading techniques**

7.12 The Client agrees not to use the platforms in an abusive way by lag trading and/or usage of server latency, price manipulation, and similar practices which fall under the definition of market abuse. Such practices may include, but not limited to, insider trading, the misuse of information and directors trading in shares of their own companies. The use of any high frequency trading, scalping, automated data entry or automated trading will only be permitted with our prior written consent. Accordingly, a significant number of trades within short duration may be deemed as market abuse.

7.14 All trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices, or taking advantage of internet delays, such as scalping or sniping, are not permissible on the Company's trading platforms. The Client agrees not to proceed with abusive trading techniques such as, but not limited to placing of 'Buy Stop' or 'Sell Stop' orders before the release of any financial data, Arbitrage, System or Platform Manipulation.

7.15 The Client is also prohibited from entering into transactions or combinations of transactions which taken together or separately are for the purpose of manipulating Company's platforms for gain, such as, but not limited to, holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others.

7.16 The Client hereby consents to the Company's Abusive Trading policies and procedures and further acknowledges and accepts that the Company shall evaluate all trading techniques used by the Client in any trading account, whether CFDs or Equities or Options, in order to evaluate and assess whether such techniques were indeed abusive and/or part of the trading strategy of the Client.

7.17 If any of the above mentioned abusive trading techniques are identified within Clients' trading account and the Company can reasonably demonstrate that a client deliberately and /or systematically exploited or attempted to exploit weaknesses or errors in Company's systems, the Company reserves the right to: (i) adjust the price spreads available to the Client; (ii) restrict or delay Clients execution and/or access to streaming, instantly tradable quotes, including by providing manual quotations only; (iii) reclaim from the Client's account any historic trading profits that the Company can demonstrate have been gained through such abuse at any time; and/or (iv) terminate the account immediately by giving written notice as per paragraph 18 of this Agreement.

## **8. ORDERS - INSTRUCTIONS**

8.1 The Company will, in certain circumstances, accept instructions, by telephone or in person, provided that the Company is satisfied, at its full discretion, of the caller's/Client's identity and clarity of instructions. In case of an order received by the Company by means other than through the electronic Trading Platform, the order

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will be transmitted by the Company to the electronic Trading Platform and processed as if it was received through the electronic Trading Platform.

8.2 The Company reserves the right, at its discretion, to confirm in any manner the instructions and/or Orders and/or communications sent through the Communication System. The Client accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through the Communication System, regardless of how they have been caused, including technical and/or mechanical damage.

8.3 The Client has the right to authorize a third person to give instructions and/or orders to the Company or to handle any other matters related to this agreement, provided that the Client has notified the Company in writing, of exercising such a right and that this person is approved by the Company fulfilling all of Company's specifications/requirements for such service. Unless the Company receives a written notification for the termination of the said person's authorization, the Company will continue accepting instructions and/or orders given by this person on behalf of the Client and the Client will recognize such orders as valid and committing. The above written notification for the termination of the authorization to a third party has to be received by the Company with at least 2 days' notice. Once the Client's instructions or Orders are given to the Company and are sent for execution, they cannot be revoked. Only in exceptional circumstances the Company may allow the Client to revoke or amend the relevant instruction or Order. The Company has the right to proceed to a partial execution of the Client's Orders.

8.4 The transaction (opening or closing a position) is executed at the "BID" / "ASK" prices offered to the Client. The Client chooses desirable operation and makes a request to receive a transaction confirmation by the Company. The transaction is executed at the prices the Client can see on the screen. Due to the high volatility of the markets during the confirmation process the price may change and the Company has the right to offer the Client a new price. In the event the Company offers the Client a new price the Client can either accept the new price and execute the transaction or refuse the new price and cancel the execution of the transaction.

8.5 Orders can be placed, executed, changed or removed only within the operating (trading) time and may remain effective in the trading system according to order specific settings (GTC or other). The Client's Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity of the order is not specified, it shall be valid for an indefinite period. The Status of the orders is always shown in the Client's online Trading Platform. In the event that access to the online Trading Platform is not possible, the Clients may contact the Company by telephone (as described in section 5 above) and request information regarding the status of any of their pending orders.

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

8.7 The Company reserves the right to change the opening/closing price (rate) and/or size and/or number of the related transaction (and/or the level and size of any Stop Limit, Stop Market or Stop Range order) in case of any Financial Instrument becomes subject to possible adjustment as the result of any event set out in Paragraph 8.8 below (hereinafter called a — Corporate Event). This operation is applied exclusively to securities and has a meaning to preserve the economic equivalence of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event. All actions of the Company regarding such adjustments are conclusive and binding upon the Client. The Company shall inform the Client of any adjustment as soon as reasonably practicable.

8.8 The Client will not be entitled to interest and/or dividends and/or any voting rights and/or any other rights in connection to the securities and/or funds in the Company's or Client's Account. The Client will only be entitled to the redemption of Client's Equity. It is hereby clarified that the Company withholds the above-mentioned

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dividends in order to cover expenses for custodianship and other expenses. **In some jurisdictions, a client may ask the Company to receive dividends received from "long" positions in Equity accounts.**

**Receiving dividends is subject to a handling fee, set forth in the Contract Specifications document under Corporate Action Fee.**

The Company reserves, in case of corporate event(s) as defined below, the right to one of the following procedures:

- (a) close such positions at the last price of the previous trading day and open the equivalent volume of the Financial Instrument at the first available price on the ex-dividend day.
- (b) leave such positions open and incur all costs on the Client (important notice: while opening a "short" position on a stock that might be involved in a corporate event, the Company shall adjust the Client account with such cost and shall notify the Client as soon as reasonably practicable).

8.11 Corporate Events are the declarations by the issuer of the Financial Instrument of the terms of any of the following but not limited to:

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

8.12 Orders: Buy, Sell, Short or Stop at Market; Buy, Sell, Short or Stop Limit; Stop Range etc. on Financial Instruments are executed at the Client's desired price order on the first current price touch, if available on the Market for the completion of the order with a counter party. In some circumstances, a counter party will not be available, and an order will not be executed. The Company reserves the right not to execute the order or to change the opening (closing) price of the transaction in case of the technical failure of the trading platform, reflected financial tools quotes feed, and also in case of other technical failures.

8.13 Under certain trading conditions it may be impossible to execute orders (Buy, Sell, Short or Stop at Market; Buy, Sell, Short or Stop Limit; Stop Range and others) on any Financial Instrument at the declared price. In this case the Company has the right to execute the order or change the opening (closing) price of the transaction at the first available price. This may occur, for example, at times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. This may occur in the trading session starting moments. As a result, placing a stop-loss order will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

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

**Margin Account Conditions****8.15 Margin level**

**For Clients trading Securities:** if the Client's equity is equal or falls under \$1300 the Company has the right to change the Client's account from Margin account to Cash account, in this case the Client's Buying Power shall be equal to the Client's Equity. In addition, if the Client's equity falls below \$500, the Company shall have the right to close all of the Client's positions at market price and close the Client's account. It is clarified that the Company is under no obligation to do so.

**For Clients trading CFDs:** For Retail Clients a margin close-out rule is applied on an account basis across all open CFD positions in a Client's account based on 50% of the initial margin required. For Professional Clients a margin close-out rule is applied on an account basis across all open CFD positions in a Client's account on MT4 Platform and for accounts traded on other Company Trading Platforms, the margin close-out rule is applied on fifty (50\$) Dollars.

8.16 Despite what is mentioned in paragraph 8.15, the Company reserves the right, any time and without prior notice to the Client to impose stricter requirements/conditions or to refuse to permit trading on margin.

8.17 The Client hereby agrees to promptly satisfy all margin and maintenance calls.

8.18 Initial margin requirements may change without prior notice. The Company may impose at any time and without prior notice more stringent requirements on positions that in the Company's sole discretion involve higher level of risk; for example, higher limits may apply for thinly traded, speculative or volatile investment products or concentrated positions.

8.19 The Client may purchase only certain investment products on margin or use them as collateral in his margin and short account.

8.20 Equity securities with a market value of less than \$5.00 per share generally may not be purchased on margin or deposited as margin collateral. If the market value of a security drops below \$5.00 per share, the security may not be assigned any value as collateral to secure the Client's margin obligations.

8.21 Margin maintenance requirements may change without prior notice. The Company may issue a "margin call" (that is a notification to deposit additional collateral) if the account equity falls below the margin maintenance requirement. This can happen for various reasons. The most common reasons are a decrease in the value of long investment products held as collateral or an increase in the value of investment products held short. As a general guideline and when it is practical to do so, the Company may (but it is not required to) issue a margin call when the equity in the Client's margin and short account falls below a predetermined percentage of the market value of assets at risk (that is, the sum of the market values of the long and short investment product positions) in the Client's margin and short account. The amount of additional collateral the Company requires is usually an amount sufficient to raise the Client's equity to minimum standards.

8.22 The Company retains absolute discretion to determine whether, when and in what amounts it will require additional collateral. In some situations, the Company may find it necessary to require a higher level of equity in the Client's account. For example, the Company may require additional collateral if an account contains:

- Only one investment product or a large concentration of one or more investment products;
- Low-priced, thinly traded or volatile financial products; or
- Some of the Client's collateral is or becomes restricted or non-negotiable or non-marginable.

8.23 The Company may also consider the market conditions and the Client's financial resources. The Company has the authority at any time, at its discretion and without notice to the Client, to sell any or all of the investment products in the Client's account or to cancel any outstanding orders or to require additional collateral or to close the Client's account in the event of, but not limited to:

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- (a) The Client's failure to meet the request for additional collateral;
- (b) The filing of a petition of bankruptcy by or against the Client;
- (c) If the equity in the Client's account falls below the minimum maintenance requirement

8.24 The Company is not obligated to notify the Client when a call is due and can liquidate any investment product to cover positions anytime and without demand for additional funds. The Company can sell any and/or all investment products in the Client's account whether carried individually or jointly with others. The Company can sell investment products that may be short in such accounts or cancel any open orders and/or trades to restore the account to the minimum margin balance required, without any notice to the Client. Any prior demand or notice will not be deemed a waiver of the Company's right to take these actions.

8.25 The Client agrees to indemnify the Company and hold it harmless from any and all liability, claims and damages and losses of any kind resulting from any action taken pursuant to the conditions of the margin account and the terms of this agreement.

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

8.27 The Company has the right to refuse the Client in the execution of transactions through the telephone line if the instructions/actions of the Client are not clear and do not include the following operations: opening position, closing position, amount of shares or lots, financial product name, changing or removing orders.

8.28 In case of force-majeure, hacker attacks and other illegal actions against the Server of the Company and also a suspension of trade in the financial markets concerning Financial Instruments of the Company, the Company may, suspend, freeze or close the Client positions and request the revision of the executed transactions.

8.29 All price levels in the trading terminal are final, except for circumstances stated in this Agreement. Any references of the Client to prices of other trading or information systems shall be disregarded.

8.30 Trading operations using additional functions of the Client trading terminal such as Trailing Stop, auto clicker, Expert Adviser or similar software are executed completely under the Client's responsibility, as they depend directly on the Client trading terminal and the Company bears no responsibility whatsoever. The Company reserves the right to reverse any or all type of existing or previous transactions performed by the Client in any of his trading accounts and terminate the agreement, as per clause 14.4, in case the Client uses additional functions on his trading terminal etc., which might cause a manipulation on the execution process of the financial instrument as well as affect the smooth operations of the Trading Platform.

8.31 **Equities:** The minimum volume of the transaction is one share or one unit of Financial Instrument. A possible choice of a leverage rate generally ranges from 1:1 up to 1:20, at the discretion of the Company. At the opening of a Client trading account, the leverage rate is set by default to 1:4. The client can request a different leverage, which may be provided after the Company's approval. The Company's Risk Management Department is monitoring the Clients account leverage on a continuous basis, and, in case where account remains excessively leveraged after the trading hours, the Company has the right to close part or all of the Client's open positions. The cost related to such an adjustment in the Clients account shall be payable by the Client. The Company is committed to putting its best efforts to inform the client beforehand of such an adjustment either by phone, email or SMS message. At the Company's discretion, the Client may benefit of a higher intraday buying power.

**CFDs:** The minimum volume of the transaction varies per Financial instrument and is specified on the trading window in the platform. A possible choice of a leverage rate, according always to the account type generally ranges from 1:1 up to 1:30, depending on the type of underlying instrument and at the discretion of the Company at the discretion of the Company. At the opening of a Client trading account, the leverage rate in the trading account is set by default, as follows:

- 1:30 for major Currency Pairs;
- 1:20 for non-major Currency Pairs, Gold and Indices Futures;
- 1:10 for Commodity Futures and Spot Metals other than Gold;
- 1:5 for Stocks and ETFs;
- 1:2 for cryptocurrencies.

The Client may request for a lower leverage to be applied to his trading account by contacting the Company. The Company reserves the right to change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, without prior notice. The Company's Risk Management Department is monitoring the Clients account leverage on a continuous basis, and, in case where account remains excessively leveraged after the trading hours, the Company has the right to close part or all of the Client's open positions. The cost related to such an adjustment in the Clients account shall be payable by the Client. The Company is committed to putting its best efforts to inform the client beforehand of such an adjustment either by phone, email or SMS message. At the Company's discretion, the Client may benefit of a higher intraday buying power.

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

8.33 The Company has the right not to accept trading orders, to be determined in its own absolute discretion, 2 (two) minutes before and after a Critical News Release.

8.34 The Client acknowledges that the orders placed on **Securities** are performed through a third party. Upon price change of the securities which constitutes a significant change, any order placed in those securities, as well as any cancelations of order with regards to the said securities shall be subject to the compliance review of the third party as applicable by the third party's policies and procedures. Due to the compliance review the acceptance, execution and/or cancelation of those orders may be delayed.

### **Trade Confirmations and Reporting**

8.35 The Company shall provide the Client with adequate reporting on his/her Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with CySEC Rules and Applicable Regulations in regard to client reporting requirements.

The Company will promptly provide the Client, in a durable medium, with the essential information concerning the execution of his/her Order.

The Company will send a notice to the client in a durable medium as provided by Applicable Regulations confirming execution of the Order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the Company from a third-party, no later than the first business day following receipt of the confirmation from the third-party. Such notification will include the information provided in Applicable Regulations other than the following information which is common to all Orders:

- (a) [Company identification]
- (b) [Trading Date and time]
- (c) [Type of the Order]

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- (d) [Instrument Identification]
- (e) [Nature of the order, e.g., buy/sell]
- (f) [the quantity, the unit price and the total consideration]
- (g) [the total sum of commissions and expenses]
- (h) venue identification

Furthermore, the Company shall supply the Client, on request, with information about the status of his Order.

8.36 If the Client has a reason to believe that a report / trade confirmation is wrong or if the Client does not receive a report / trade confirmation when he should, the Client shall contact the Company within ten (10) Business Days from the date report / trade confirmation of the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

8.37 The Company will, depending on the Transaction and on whether it should be reported under Applicable Regulations, report the Transactions to the competent authority as provided by Applicable Regulations as quickly as possible and no later than the close of the following Business Day.

8.38 The Company will publish annually the information required in regard to Execution Venues as required by Applicable Regulations in a machine-readable electronic format, available for downloading by the Client.

## 9. REFUSAL TO EXECUTE ORDERS

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

- (a) Whenever the Company deems that the execution of the Order aims at or may aim at manipulating the market of the Financial Instruments, constitutes an abusive exploitation of privileged confidential information (insider trading); contributes to the legislation of proceeds from illegal acts or activities (money laundering); affects or may affect in any manner the reliability or smooth operation of the Electronic Trading Platform.
- (b) Whenever the Order concerns the purchase of any Financial Instrument but there are no available cleared funds deposited with the Company and/or in the Bank Account (as in Clause 12 below) to pay the purchase price of the relevant Financial Instrument and all the charges relating to the said Electronic Trading Platform.

In calculating the said available funds, all funds required to meet any of the Client's obligations include, but without limitation, obligations which may arise from the possible execution of other previously registered purchase Orders, which will be deducted from the cleared funds deposited with the Company and/or in the Bank Account.

The Company is not obliged to give reasons or notice as to the reasons for suspending, declining or cancelling Client's orders or instructions. Moreover, in the event that the Company does decide to suspend or cancel an instruction, such 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.

9.2 The Client declares that he shall not knowingly give any order or instruction to the Company that might instigate the Company taking action in relation to Clause 9.1 above.



## 10. SETTLEMENT OF TRANSACTIONS

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

10.2 (a) An official confirmation of its order execution is sent to the Client no later than the following business day from their execution day or if the Company receives confirmation by a third party no later than the first business day from receiving the confirmation sent by such third party.

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

10.3 In the case where the Client is able to have an online statement for his Account on a continuous basis, then the Company is considered as having fulfilled its obligations under Paragraph 10.2 above and any objections of the Client shall be valid if received by the Company in writing within 2 working days from the transaction under objection.

## 11. REPORTING OBLIGATIONS

### 11.1 FATCA

11.1.1 In accordance with the United States federal law, specifically Foreign Account Tax Compliance Act ("FATCA"), all US persons are required to file their income report to the Internal Revenue Service ("IRS"). Moreover, the non-US (foreign) financial institutions (FFI) are required to report on such persons as well. Further to the above, The Company is classified under FATCA as a "Reporting Model 1 FFI". As a result, the Client is obliged to declare whether US person indicia is applicable in order to be compliant with the legislative requirements. It is the Client's duty and responsibility to declare being a US person, as defined by the IRS, at any time during the business relationship with The Company and The Company shall not be liable in cases where the Client fails to provide accurate and true information.

### 11.2 CRS

11.2.1 The Common Reporting Standard ("CRS") was created by the Organisation for Economic Cooperation & Development "OECD" to automatically exchange tax related information of individuals and entities. Financial institutions of the participating jurisdictions (those that signed the Multilateral Competent Authority Agreement) are obliged to collect and report specific information to their local authority. This financial regulation aims to protect the integrity of tax systems and governments globally.

11.2.2 The Client acknowledges and consents that The Company is required to provide information gathered, to the tax authorities/governmental institution as per the CRS requirements. As a result, The Company, being located in Cyprus is considered a reporting financial institution and is therefore required to determine whether the Client, being the "Account holder" of a "Financial account", either an entity or an individual, is a tax reportable person under the legislative requirement specifically if the Client is a resident of any of the participating jurisdictions for tax purposes. In cases where the Client is considered a reportable person i.e., falls under the jurisdiction adopting the CRS legislation, the Company may be required to provide the national tax authority information about the Client, and such information may be shared/ exchanged between the relevant countries' tax authorities.

11.2.3 In cases where the country of residence, stated by the Client through the Portal, does not fall under the "reportable" jurisdiction, however the Client is tax resident in a "reportable" jurisdiction, it is the liability of the Client to contact the Company and declare the reportable tax resident country(ies), as per OECD\*. The Client agrees and acknowledges The Company's obligation to disclose the information for purposes of CRS reporting, and the

Client undertakes to inform The Company in writing, immediately, of any changes to information previously provided.

11.2.4 The Client furthermore agrees that any information provided to The Company in any form, including information on controlling persons of legal entities, along with the “Tax identification number” (“TIN”) shall be used for reporting purposes. Any information regarding the current and future status of the Client’s financial accounts, including the balances, along with relevant personal information may be reported. The Client understands and agrees that The Company does not provide the Client with tax advice and/or to perform any legal analysis to determine the reasonableness of self-certifications.

11.2.5 It is recommended to consult a professional tax advisor or visit the OECD’s “Automatic Exchange of Information” website for further information.

### **11.3 EMIR**

11.3.1 “EMIR” is Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on Over-the-Counter derivatives, central counterparties, and trade repositories, as supplemented from time to time. In the event of any conflict between the Terms and Conditions of the Account Opening Document(s), the Market Rules shall prevail, and Market Rules shall mean, the rules, regulations, customs, and practices, from time to time, of any exchange, clearing house or other organization 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 organization or market of any power or authority conferred on it. Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute, or enactment.

11.3.2 The Client understands, agrees, and consents, that The Company is required by EMIR to timeously report all derivative transactions, as between the Client and The Company, to a recognized Trade Repository (“TR”) as required by EMIR, and such TR shall record and maintain the information received. The TR means a legal person that centrally collects and maintains the records of derivatives and is recognized by EMIR. In addition, the TR, under Transparency and Data Availability shall make necessary information available to the following but not limited to entities, being: European Securities and Markets Authority (“ESMA”), the European Systemic Risk Board (“ESRB”), the competent authority supervising CCPs accessing the Trade Repository, the competent authority supervising the trading venues of reported contracts, relevant members of the ESCB, the relevant authorities of a third country that has entered into international agreement with the Union, relevant Union securities and market authorities. The Client understands and agrees that the competent authorities, ESMA, and other relevant authorities and other bodies or natural and legal persons may receive the confidential information in the exercise of their duties under the Regulation(s) of EMIR. The Client understands, agrees, and consents that The Company is not in breach of any restrictions on disclosure of information imposed by any agreement or by any legislative, regulatory or administrative provisions when performing trade reporting.

11.3.3 Notwithstanding the trade reporting as carried out by The Company, the Client, being a financial or non-financial corporate entity, within EEA remains legally responsible for reporting its own transactions, unless otherwise agreed in writing. The Client understands that the Client may request from the TR for access to view all derivative transactions reported by The Company. The Client understands that the Client must notify The Company immediately if the Client believes there are any inaccuracies in such reports.

11.3.4 The Client hereby undertakes to inform The Company, in writing, of any changes related to the status of the Client’s account and personal particulars. In case of any loss(es) and/or damage(s), that the Client may suffer due to trade reporting, in some or any other manner, The Company will not be held responsible for any such loss(es) or damage(s). The Client hereby indemnifies The Company of any such losses or damage(s) that the Client may incur; no liability resulting from the disclosure related to the trade reporting shall lie with The Company, or its Directors nor the employees.

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11.3.5 The Company reserves the right to delegate the reporting of the derivative contracts. The Company is entitled to take the necessary steps to ensure compliance with applicable laws and regulatory decisions, from time to time.

#### **11.4 MIFIR (Transaction Reporting)**

11.4.1 According to the requirements of MIFID II, the Company is obliged to report all transactions in Financial Instruments, which are executed either on the market or not within the European Union. Therefore, the Client, by accepting the present Terms and Conditions agrees for the Company to report the CFD and Equity Transactions, to our Regulatory Authority the CySEC. You should therefore be obliged to provide us with any other information may be needed for the purposes of reporting your transactions.

11.4.2 In case of failure to comply with the requirements mentioned above, we reserve the right to proceed with the suspension of your account, cancellation of your acceptance as our Client and/or termination of this Agreement.

### **12. CLIENT'S ACCOUNTS**

12.1 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services as in Clause 3, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in a segregated account for the purpose of keeping the Clients' funds with any bank or other institution which the Company shall specify from time to time ('the Bank Account').

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

12.3 The Client agrees to waive any of his rights to receive any interest earned in the money held in bank accounts and consents that the Company will benefit for such an interest earned to cover registration/ general expenses/charges/fees and interest related to the administration and maintenance of the bank accounts and any other expense of the Company.

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

12.5 The Client may make additional deposits with the Company after the initial deposit was made. The aggregate amount of all such deposits, including the initial Deposit, and any net trading profits held by the Company from time to time is the "Client's Equity". The Client will bear any and all Trading Loss resulting from his trades even if such Trading Loss exceeds the Trader's Equity.

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

### **TRANSFERS**

12.7 Transfers are made using the authorised transfer channels and in different currency(s) specifically in US dollars, Euro, Pounds Sterling or any other currency stipulated by the Company to the Client.

12.8 Any amounts sent by the Client to the Company's Bank Accounts (deposit to trading account), held on behalf of clients, will be deposited to the Client's trading account. Amounts received in currency(s) other than designated account(s)' currency(s) may be subject to foreign currency exchange. Regardless of the payment method, funds are credited into clients' account(s) unless Colmex Pro requires further information/justification/clarification in regard to the transfer(s). Deposits not made in US Dollars will be exchanged to US dollars according to the bank check exchange rates unless the client wishes to maintain a

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Euro<sup>1</sup> account. The Company must be satisfied that the sender is the Client or an authorized representative of the Client before making any amount available to the Client's trading account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received. It is also understood that the Company bears no responsibility for any funds not deposited directly into Company's bank account.

12.9 The Client hereby agrees and acknowledges that the Company shall consider only the net amounts received while costs related to transfer(s) shall be borne by the Client.

12.10 The Company reserves the right to return the funds to the sender should the originator of the funds not meet the requirements. Further, the Company shall not be held liable in cases where fund transfer(s) are aimed to support account(s) that are on margin call while the funds are not received/confirmed by Colmex Pro.

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

12.12 The Client understands, accepts, and agrees that the Company reserves the right in case of a negative balance in the equity trading account(s) of the Client, to, *inter alia*, and at its sole discretion, to either:

- a) transfer such an amount from any other trading account(s) of the Client to the negative balance account to cover the negative balance; and/or
- b) request from the Client to return the negative balance and any expenses that might occur in respect of such actions; and/or
- c) notify the Client that if such negative balance is not covered by other trading account(s) and/or by the Client, the Company shall take legal action against the Client for the amount due to the Company; and/or
- d) terminate this agreement and the established business relationship with the Client.

12.13 In the event that the Client requests any refund or return of a previously accepted incoming transaction, the Company should act upon the Client's request and refund or return to the Client the net amount received of the said request and before such return or refund is effected the Company shall deduct any losses made or charges incurred on the Client's Trading Account.

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

12.15 Money transfer request (withdrawal from trading account) shall be processed by the Company within 24 hours from the time and date received by the Client. Please note that bank transfers might take up to five (5) business days. The Client specifically acknowledges and agrees that the Company is fulfilling its regulatory and legal obligations at the time of the processing of the said requested withdrawal. Then the transferring amount reduces the balance of the Client's Account on the day the transfer request is processed. The Company reserves the right to decline a withdrawal request if the request is not in accordance with Clause 12.16 or delay the processing of the request if not satisfied on full documentation of the Client.

12.16 The Client acknowledges and agrees that request(s) for withdrawals from the Client's account(s) must be received by the Company in writing using authorised communication channels. Only amounts that are in excess of the required margin requirement can be withdrawn from the Client's account(s). The withdrawals are affected only upon receipt and approval of such request(s) by the Company. The Client further

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<sup>1</sup> Applicable only for Forex accounts

acknowledges and agrees that the Company reserves the right to withhold or reject (partially or in whole) the Client's request for withdrawal in cases where:

- (a) the requested amount(s) would affect the ability of the Client to carry open position(s);
- (b) the requested amount would be required to meet the Client's current or future requirement(s) in regards to carrying open position(s);
- (c) the requested amount would be affected by other account(s) held in the Client's name;
- (d) there is a dispute between the Company and the Client related to transaction(s) performed within account(s) held in the name of the Client or account(s) linked to the Client;
- (e) there is reasonable doubt regarding the request(s) for withdrawal(s) received by the Company;
- (f) there is reasonable doubt regarding the activities within the Client's account(s);
- (g) the beneficiary is a third party;
- (h) the request for withdrawal is in currency(s) other than the designated account(s) currency;
- (i) the withdrawal request is not acknowledged/confirmed by the Company as authorised payment method.

12.17 Withdrawals should be made using the same method used by the Client to fund his trading account and to the same remitter. However, withdrawals to the depositing cards are limited to €50,000 per month. The exceeding withdrawals will be sent by wire to client's bank account. When the Client withdraws funds, it is the Company's standard practice is to send the money back to the Client in Euro. For any withdrawals made in a different currency than the currency of the Client's trading account, the amount to be withdrawn will be exchanged according to bank exchange rates at the date of the withdrawal. The Company reserves the right to decline a withdrawal with specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. If the Company is not satisfied with any documentation provided by the Client will reverse the withdrawal transaction and deposit the amount back to the Client's trading account net of any charges/fees charged by the Bank Account providers, the Company or any other intermediary involved in such transaction process.

12.18 The Client acknowledges and agrees that the Client will be charged with an additional amount of \$40 (30 EUR for euro-based accounts) per withdrawal for operational charges. For the first withdrawal request of each month, which is less or equal to \$500 (five hundred US Dollars), the client will not be charged for operational charges of \$40 (30 EUR for euro-based accounts). Finally, the Company reserves the discretionary right to transfer the specified funds in the Local Currency of the receiving Bank.

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

### **13. COMPANY'S FEES/CHARGES/COSTS/COMMISSIONS & EXPENSES BORNE BY THE CLIENT**

13.1 The Company is entitled to receive fees from the Client for the Services provided by the Company to the Client as described in this Agreement as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said Services. The Company reserves the right to modify, from time to time, the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly. Further, the Company may, at its sole discretion, charge the Client, retrospectively any fees and/or costs and/or commissions which would have been and should have been charged by the Company for the provision of the Services offered to the Clients but not charged in the normal day-to-day business operations of the Company.

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

13.3 The Company shall have a lien on all the amounts which are deposited in the accounts stated in Clause 12 above and on statements of Financial Instruments of the Client, to the extent that there are remaining amounts due by the Client to the Company. Before the exercise of the said right, which doesn't need the Client's consent, the Company shall give the Client notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.

13.4 In case the Client fails to pay any amount by the date on which the said amount is payable, the Company shall be entitled to debit the accounts of the Client stated in Clause 12 above with the said amount and/or liquidate in the name of the Client any of the Client's Financial Instruments in view of covering the aforementioned amount.

13.5 The Company has no control over TAF, ECN, SEC and Nasdaq OMX fees charged by the U.S. stock exchanges or other execution venues. These fees may change at any time without prior notice to the Company. The Company may, but is not obliged to, notify the Client after receiving notice of changes in the above-mentioned fees.

13.6 The Company may pay or receive fees, commissions, or non-monetary benefits to or from its affiliates or other third parties in connection with the Services. In particular, the Company may pay a fee or commission to any third party who introduces business to the Company. The Company can provide a separate disclosure of the essential arrangements related to any such fee or commission at the Client's request.

13.7 As stated above, by accepting the terms and conditions the Client has read and understood and accepted the information under the title — **CONTRACT SPECIFICATIONS** as this information is loaded on the Company's main website public and available for all Clients, in which there is information regarding commissions, costs and financing fees. The Company reserves the right to amend, at its discretion, all such commissions, costs and financing fees and proper information on such amendments will be available on the main website which the Client must review during the period the Client is dealing with the Company and especially before placing any orders to the Company. The Company reserves the right to provide discounted commission plans to its clients, from time to time at its discretion, for a specific period of time that will be agreed between the Company and the client. Given that the business relationship with the Client is performed through distant communication channels, even though information on costs and charges is available on the Contract Specification the Client agrees to receive information on the costs and charges related to his/her transaction without delay following the execution of the transaction. The Client can request from the Company to delay the process of executing a transaction until the information is provided to the Client. provide ex-ante information on costs and charges of his/her transactions without delay.

13.8 **Demo account:** The purpose of the demo account is to acquire the knowledge of using the trading surface under real market conditions. The demo account gives the Client the opportunity to practice several trading strategies under real market conditions, with no risk or obligation, during which the Client gets free access to live trading prices and real time charts, can test the speed of execution and full range of trade orders. Hence, the purpose of the demo account is to introduce the Client to trading, and not to demonstrate the pay-off between the Client and Colmex Pro Ltd. In contrast to the demo account, the trading account also applies commission. As stated above, the Client can acquire information on the commissions applied by the Company from the contract specifications uploaded on the Company's website.

### 13.9 The Client agrees and confirms to pay:

- (a) any fees, charges, commissions, mark-up or mark-down applicable to specific Financial Instruments(s) and account(s) held by the Client, related to execution of position/transaction(s);
- (b) any fees, charges, commission, mark-up or mark-down applicable to specific account(s), held by the Client, if introduced via an affiliate;
- (c) such applicable charge/cost(s) related to “rolling over” of a contract on specific Financial Instrument(s);
- (d) such charge/cost(s) related to carrying open position/transaction(s) on specific Financial Instrument(s);
- (e) such charge/cost(s) related to inactive accounts;
- (f) such transfer-related fees, including but not limited to charge/cost(s) applied on deposits/withdrawals, returned withdrawals, issuing and returns of issued cheques, etc.
- (g) Spread, mark-up or mark-down from prices obtained by the Company or expected to be received/obtained by the Company;
- (h) Currency conversion related to transaction/trading costs, commissions (if any) and profits/losses occurred from trading activities;
- (i) Currency conversion related to amounts received in currencies different from the basic currency used by the Client’s account(s);
- (j) Such charge/cost(s) required by regulatory body and/or legal requirement(s);
- (k) Such other costs or taxes that may be applicable in relation to the Client’s transactions;
- (l) Such relevant amount(s) related to subscription(s) of the Client to an exchange(s).

### 13.10 The Client further acknowledges:

- (a) unless otherwise stated, prices offered to the Client through Online Trading Platform(s) are exclusive of taxes and costs that may be applied to the services which are not offered or paid through The Company;
- (b) there are no specific costs applied by The Company to the Client’s account(s) for using Online Trading Platform(s);
- (c) charge/cost(s) may be applied to specific types of account(s) and/or financial instruments, which are notified to the Client prior to the implementation of such charge/cost(s);
- (d) in cases where the notification of specific charge/cost(s) is not provided to the Client, for whatsoever reason, the Client should inquire and obtain the reasonable explanation for such charge/cost(s);
- (e) fees, charges, commissions are applied separately from the price offered to the Client;
- (f) Spreads on Financial Instruments are as disclosed through Online Trading Platform(s).

## 14. COMPANY’S AND CLIENT’S LIABILITY

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

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

14.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the disposal of the Client’s Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non-fulfillment of any of the Client’s statements and/or Orders and/or

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instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

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

14.5 The Company shall be held liable, to the extent that this is permissible under the Agreement, for the deposit of cash in its possession or which it will receive at any time on behalf of the Client in the Bank Account, but it shall not be held liable in relation to any omission, negligence, deliberate omission, or fraud by the bank where the Bank Account is maintained.

14.6 The Company shall not be held liable for the loss of financial instruments and funds of the Client, including the cases where the Client's assets are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information. The Company shall not be liable for any default of a Bank or a third-party Broker. The Company shall bear no responsibility before the Client for any actions, inactions, or omissions of a third party and also for any losses incurred by the Client as a result of actions, inactions, or omissions of a third party unless those losses directly arise from the Company's willful default or fraud or deliberate omission. The Company shall bear no responsibility or liability for unfavorable consequences to the Client due to the insolvency/bankruptcy of a third party.

14.7 The Company shall be entitled to hold the Client's funds and/or financial instruments in its omnibus account opened with third parties outside the European Economic Area and in particular the USA and Israeli banks and brokers. The Client is hereby notified that his/her rights may differ according to the legislation of that particular country, which may prevent the segregation and/or ring-fencing of the Client's funds and instruments from the funds and instruments of the said third party and /or the Company. The Company shall not be held liable for the loss of financial instruments and/or funds of the Client including the cases where the Client's assets are kept by a third party such as a bank or other institution in any non-MiFID jurisdiction.

As mentioned above, the Company shall be entitled to hold the Client's funds and/or financial instruments in omnibus accounts opened with third parties taking into consideration that the Company has taken all necessary and possible measures to check the reliability and credibility of the chosen counterparty and monitors them on a regular basis. In this case, the Company shall keep internal records of all the Client's funds and financial instruments held in omnibus accounts with third parties and it has in place systems and controls which ensure internal separate accounting of the funds and financial instruments held for Clients in omnibus accounts with third parties. In order to ensure the aforementioned, the Company conducts, on a regular basis, reconciliations between its internal accounts and the accounts of any third parties by whom the Client's funds and/or financial instruments are held.

14.8 The Company is a member of the Investor Compensation Fund (ICF). As stated above, by accepting these terms and conditions the Client has read and understood and accepted the information under the title '**Investor Compensation Fund**' as this information is loaded on the Company's main website publicly available to all Clients.

14.9 It is Client's responsibility to comply with any local law or regulation to which they are subject before using services offered by the Company. The client made sure that use of services offered by Colmex Pro does not violate any such laws or regulations of any jurisdiction that apply to the client.

#### **Prohibited Actions**

14.10 The Client is not allowed to enter into any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems

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or “Expert Advisors”; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts.

The Client agrees and acknowledges that if the Company considers that the Client has been acting in any of the manners described above; the Company may at its sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions:

- (a) close the Client's account;
- (b) suspend the Client's account for an indefinite period of time;
- (c) carry out an investigation on the Client's account for an indefinite period of time;
- (d) charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques; or
- (e) close the account, confiscate any profits that arose from prohibited trading techniques and return the original deposit(s) to the account holder. If profits arising out of Prohibited Trading were already withdrawn, profits can be confiscated from the Client’s related accounts in order to make up for the difference.

14.11 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):

- (a) Use, without the prior and written consent of the Company, of any software/system (e.g. Expert Advisor(s) and/or any automated data entry system), and of any software/system, which applies artificial intelligence analysis to the to the Company’s systems and /or Platform(s) and/or Client Account.
- (b) Intercept, monitor, damage or modify any communication which is not intended for him.
- (c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- (d) Send any unsolicited commercial communication not permitted under applicable Law or Applicable Regulations.
- (e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- (f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- (g) Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).
- (h) Send massive requests on the server which may cause delays in the execution time.
- (i) Abusive Trading.
- (j) Sniping.

14.12 Should the Client engage in any prohibited actions, or prohibited trading strategies with the objective of exploiting the Company’s systems or act in bad faith or should the Company determine, their sole discretion, and in good faith, that the Client or any representative of theirs trading on their behalf is taking advantage, benefitting, attempting to take advantage or to benefit from exploiting the Company’s systems or that the Client is committing any other improper or abusive trading act, including without limitation the following:

- (a) Fraud/illegal actions that led to the transaction;
- (b) Arbitrage trading, such as “Swap Arbitrage” “Latency Arbitrage” or “Bonus Arbitrage” on Prices offered by the Company’s platforms;
- (c) Scalping trade or placing and closing orders or entering into positions for an arbitrarily short period of time;

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- (d) Under no circumstances is the client allowed to use an IP address other than the IP address of their geolocation. Shall the client wish to use a different IP address for any reason, the Company should be notified immediately;
- (e) Orders placed based on manipulated Prices as a result of system errors or system malfunctions;
- (f) Arbitrage trading on Prices offered by the Company's platform as a result of systems errors; and/or
- (g) Coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates;
- (h) Orders placed on the basis of privileged confidential information.

The Company shall have the right to take any of the following actions:

- (a) Adjust the Price Spreads available to the Client; and/or
- (b) Restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only; introduce time delays of up to 6 seconds between the Client's placing of the order and the order opening on the Electronic Trading Platforms (to prevent scalping); and/or
- (c) Obtain from the Client Account any historic trading profits that the Client has gained through such abuse of liquidity as determined by the Company at any time during the Company and Client's trading relationship; and/or
- (d) Reject an order or to cancel a trade; and/or
- (e) Immediately terminate this Agreement.

14.13 Should the Company reasonably suspect that the Client has violated the terms of 'Prohibited Actions' of this Client Agreement, it is entitled to take one or more of the counter measures of 'Events of Default' of this Client Agreement.

**Event of Default:**

14.14 Each of the following constitutes an 'Event of Default':

- (a) The Client has failed to make any payment to the Company in accordance with the terms and conditions under the Agreement;
- (b) The Client has failed to perform any of his obligations to the Company under the Agreement;
- (c) If the Client is a natural person, his death or incapacity;
- (d) The initiation of proceedings for bankruptcy (in case of a natural person) or the winding up (in case of a legal entity) by a third party or the appointment of an administrator or receiver in respect of the Clients' assets (either a natural or legal person);
- (e) Where the Client has entered into any arrangements and/or compositions with his Creditors;
- (f) If the Clients becomes unable to pay any of his debts due and payable to the Company;
- (g) Where any representation and/or warranty made by the Client to the Company under this Agreement becomes untrue;

14.15 In an Event of Default the Company has the right to either:

- (a) Immediately demand any amount due and terminate the Agreement without prior notice to the Client; and/or
- (b) Close or partly close all or any of your open trades at a closing level based on the market price at the time of closure; and/or
- (c) Close all or any of the Accounts of the Client held with the Company of whatever nature and refuse to enter into further dealings with the Client; and/or
- (d) Cancel any of its obligations to continue providing any of its Services to the Client without prior notice.

**Force Majeure Event:**

14.16 Colmex Pro may, in its reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, the following:

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- (a) Any act, event or occurrence (including without limitation any strike, riot or commotion, interruption or power supply or electronic or communication equipment failure) which, in Colmex Pro's opinion, prevents it from maintaining an orderly market in one or more of the investments in respects of which Colmex Pro ordinarily deal in Financial Instruments;
- (b) The suspension or closure of any market or the abandonment or failure of any event upon which Colmex Pro base, or to which Colmex Pro in any way relate, or quote, or the imposition of limits or special or unusual terms on the trading in any such market or in any such event;
- (c) The occurrence of an excessive movement in the level of any Financial Instrument and/or the underlying market or Colmex Pro's anticipation (acting reasonably) of the occurrence of such movements.

14.17 If Colmex Pro determines that a Force Majeure Event exists Colmex Pro may in its absolute discretion, without notice and at any time, take one or more of the following steps:

- (a) Increase the Client's account(s) margin requirements;
- (b) Close any or all of the Client's account(s) open position/transaction(s) in Financial Instruments at such closing level as Colmex Pro reasonably believe to be appropriate;
- (c) Suspend or modify the application of all or any of the terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for Colmex Pro to comply with the term or terms in question; or
- (d) Alter the time for trading of a particular Financial Instrument.

14.18 The Company shall not be liable to the Client for any circumstances arising beyond its reasonable control i.e., force majeure events. Such force majeure events shall include without limitation:

- (a) any technical difficulties such as telecommunications failures or disruptions, non-availability of the Company's Website e.g., due to maintenance downtime;
- (b) any technical difficulties and/or malfunctions in relation to the Company's trading platform(s);
- (c) declared or imminent war, revolt, civil unrest;
- (d) catastrophes of nature;
- (e) statutory provisions, measures taken by authorities;
- (f) strikes, lock-outs, boycotts, or blockades;
- (g) a force majeure event which occurred due to any natural, technological, political, governmental, social, economic or similar event or circumstance that occurred after a transaction in a financial instrument occurred and such event or circumstance has not been anticipated at the date of entering into the transaction;
- (h) instances of illegitimate actions against the Company's servers that maybe outside the control of with the Client or the Company.

14.19 If the Company determines, in its reasonable opinion that a force majeure event has occurred; under such circumstances, the Company shall take all reasonable steps in order to inform the Client. If the Company determines that a force majeure event occurred, without prejudice to any other rights of the Client under the Agreement, may:

- (a) Increase margin requirements; and/ or
- (b) increase spreads; and/ or
- (c) decrease leverage and/or
- (d) close out, in good faith, any open positions at a price that the Company considers reasonable; and/ or
- (e) request amendments to any closed positions; and/ or
- (f) suspend the provision of the Services to the Client; and/ or
- (g) amend any of the terms of the Agreement on the basis that it is impossible for the Company to comply with it;
- (h) suspend or modify the application of any or all terms of the Agreement where the Force Majeure Event makes it impossible or impractical for the Company to comply with them; and /or

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- (i) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.

## 15. INDEMNITY & LIMITED LIABILITY

15.1 The Client agrees to indemnify and hold Colmex Pro harmless and Service Provider(s) and their respective principles, affiliates and agents from and against all claims, demands, proceedings, suits and actions and all losses (direct, indirect or otherwise), liabilities, costs and expenses (including attorney fees and disbursements), paid in settlement, incurred or suffered by Colmex Pro and/or Service Provider(s) and/or Colmex Pro's or their respective principals, affiliates and agents arising from or relating to the Client's use of the Online Service or the transactions contemplated hereunder. This indemnity provision shall survive termination of this Agreement.

15.2 The Client shall indemnify the Company and keep the Company indemnified at all times against all losses, expenses, costs, and liabilities of any kind or nature which may be suffered or incurred by the Company:

- (a) As a direct or indirect result of any failure of the Client to perform any of his obligations under this Agreement; and/or
- (b) In relation to any instruction given to the Company by an authorised representative of the Client; and/or
- (c) In relation to any instruction, which appears to the Company to be given by an authorised representative of the Client; and/or
- (d) Where the Client and/or the authorised representative of the Client and/or any person which appears to the Company to be an authorised representative of the Company, has provided false and/or misleading information for any transaction.

15.3 This Indemnity shall survive the termination of this Agreement. The Company shall not be liable for:

- (a) any loss, expense, cost or liability of any kind or nature suffered or incurred by the Client unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- (b) any acts or omissions of an authorised representative or a person which appears to the Company to be an authorised representative of the Client which provides the Company with false and/or misleading information of the Client's instructions unless such acts or omissions were the result of the Company's gross negligence and/or fraud on behalf of the Company; and/or
- (c) any loss of opportunity that results in a reduction in the values of the Client's transactions, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions.
- (d) any loss caused by actions of the Company, within the limits of realisation of its rights, stipulated in these Terms;
- (e) any loss or expense incurred by the Client in connection with any error and/or failure and/or delay in the operation of the Trading Platform.

## 16. COMPLAINTS

16.1 In the event where the Client has an inquiry regarding transaction(s) occurred within the account held with Colmex Pro, the Client should obtain the relevant information from the Company. In cases where the answer to the inquiry is not satisfactory, the Client is obliged to inform Colmex Pro of such in writing (file a formal complaint) by completing the Company's Complaint Form ("the Form"), available on the Company's website by contacting the Company's customer service/support department at [support@colmexpro.com](mailto:support@colmexpro.com). The Company is thereafter required to acknowledge the receipt of the Complaint, within five days, from the date of submission/receipt of the Complaint. From thereon, Colmex Pro should examine the Complaint and revert back to the Client in a due course, providing the Client with the Unique Reference Number (URN), estimating

the timescale within which, the Company is expected to provide feedback to the Client in accordance with the Company's Complaints Handling Policy available on the Company's website ([www.colmexpro.com](http://www.colmexpro.com)) under 'Legal Documentation'.

16.2 In cases where the Client is not satisfied with the outcome in regard to the Complaint, the Client should contact the Financial Ombudsman and/or the CySEC regarding the specific Complaint, using the unique reference number provided by the Company.

## **17. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF**

17.1 This Agreement shall take effect upon the first funding of the Client's account, provided that the Company has sent the Client written confirmation for its acceptance. The Agreement shall be valid for an indefinite time period until its termination by virtue of the provisions of Clause 18.

17.2 The Agreement may be amended on the following cases:

(a) Unilaterally by the Company if such amendment is necessary following an amendment of the law or of CySEC, the Central Bank of Cyprus or any other authority issues decisions which affect the Agreement. In any such case, the Company shall notify the Client of the said amendment either in writing or through its webpage and the Client's consent shall not be required for any such amendment.

(b) In cases where the amendment of the Agreement is not required, the Company shall notify the Client of the relevant amendment either in writing or through its webpage. If objections arise, the Client may terminate the Agreement within 10 business days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Client shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that the Client consents and/or accepts the content of the amendment.

17.3 This agreement and in general the relationship between the Company and the Client, will start as soon as the client's onboarding – registration and verification procedure is successfully completed. As part of the registration process, the client shall provide the Company with personal documentation (i.e., passport, recent utility bill) in order to enable the Company to verify the identity of the client prior to the commencement of any contractual relationship. In addition, the client will have to fill in the application form – online registration form (including the appropriateness test and client's economic profile), read and accept the Terms and Conditions and the Company's disclaimers. The Company will proceed by assessing all the collected information and decide whether the client will be approved or rejected.

17.4 In exceptional cases, on a discretionary basis, the Company might enable a client that did not fully complete the registration - verification process to deposit and start with the trading activity, taking into consideration that the client filled in already the application form – online registration form (including the appropriateness test and client's economic profile) and that the verification process will be completed within the next 15 days from the date of the client's first deposit. This 15-day exception falls under certain requirements, and it is up to the Company's sole discretion to decide whether the client is considered to be low risk and therefore the exception might be granted. The cumulative amount of deposits during the 15 days' period, shall not exceed the €/\$2000 and deposits can only be made from a bank account (or through other means that are linked to a bank account e.g., credit card), in the name of the client. In case that such exception is granted, and the client did not manage to complete the registration - verification process, then the Company will terminate the relationship with the client immediately on the 15<sup>th</sup> day and the client's account including any open trades will be closed. Any remaining/outstanding balance shall be returned to the same venue from where the deposit was originated. The returned funds include any profits the client has gained and deducting any losses incurred.

Clients that wish to deposit via other payment methods, will not be entitled for this exception. If a client that met the requirements above, deposited and started with the trading activity, but decided to proceed with a withdrawal request, then the Company will return to the client; the outstanding balance (including any profits that the client has gained and deducting any losses incurred) to the same venue from where the deposit was originated. It is noted that by implementing the said exception, the Company might decide to enforce additional enhanced due diligence measures.

17.5 The Company may from time to time amend the Terms and Conditions of this Agreement and/or any other legal documentation found on the Company's Website. The Client shall receive a notification in advance of the proposed changes. The Client shall confirm his acceptance of the proposed changes in order to continue his business relationship with the Company. If the Client does not accept the proposed changes and wishes to terminate his business relationship with the Company, he must provide a written notice of termination to the Company in accordance with Clause 18 of this Agreement.

17.6 The proposed changes shall take effect from the date the Client confirms his acceptance of the proposed changes to the Company.

## **18. TERMINATION**

18.1 This Agreement shall be binding upon and inure to the benefit of Colmex Pro, its successors and assigns, the Client's heirs, executors, administrators, legatees, successors, personal representatives and assigns. The Client acknowledges and accepts to be bound by the provisions of this Agreement and any amendment or variation thereof. From time to time, as a result of changes to the Client's information, the Company requires to be updated with the relevant changes, related to personal details, account(s) or otherwise. In some cases, the Company may require to be provided with additional data/document(s) to justify the reasoning for the change.

18.2 In addition, the Client acknowledges and agrees that the first transaction in any of the Client's account(s) initiated by the Client, following a change to the terms and conditions of this Agreement as abovementioned, shall constitute the Client's acceptance of the change as of the effective date of the amendment or variation, and such initiation and the subsequent execution of such transaction by Colmex Pro shall constitute reciprocal good consideration for the variance or amendment. The Client understands that the terms and conditions of this Agreement may be varied or amended from time to time, as case may be and notice of such amendment shall be provided to the Client by the Company either by posting such change on the Company's website or by sending a notification to the Client whereby such amendment/variation will be applicable with immediate effect or as otherwise stated.

18.3 In the event of the incapacity/death of the Client, Colmex Pro will freeze the account(s) upon receipt of legal notification of the incapacity/death of the Client. The Client acknowledges that in the event of his/her incapacity/death, legal notification such as letters of administration/executorship and/or grant of probate and/or any other legal document, will have to be provided to Colmex Pro, by respective relevant person(s) over the Client, in order for Colmex Pro to accept any instructions or take any action, over any account held in the Client's name. The Client acknowledges that Colmex Pro will not be held responsible for any kind of losses or any charge/cost(s) in the Client's account(s) during the period between the Client's incapacity/death and receipt by Colmex Pro of any legal notice to that effect.

18.4 The Client has the right to terminate the Agreement by giving the Company at least fourteen (14) days written notice, specifying the date of termination, on the condition that in the case of such termination, all pending transactions on behalf of the Client shall be completed. The Clients' written notice shall be sent via email to [support@colmexpro.com](mailto:support@colmexpro.com).

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

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18.6 The Company may terminate the Agreement by giving the Client at least fourteen (14) days written notice, specifying the date of termination as such.

18.7 The Company may terminate the Agreement immediately without giving fourteen (14) days' notice in the following inter alia, case(s):

- (a) Death of the Client;
- (b) If any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client, are taken;
- (c) Such termination is required by any competent regulatory authority or body;
- (d) The Client violates any provision of the Agreement and/or in the Company's opinion, the Agreement cannot be implemented;
- (e) The Client violates any law or regulation to which he is subject to, including but not limited to, laws and regulations relating to financial services, exchange control and registration requirements, including, but not limited to any applicable anti-money laundering laws and regulations, an issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving you;
- (f) The Client involves the Company directly or indirectly in any type of fraud.
- (g) The Client is in repeated or serious breach of this Agreement;
- (h) Colmex Pro reasonably suspects that the information provided by the Client is false;
- (i) Colmex Pro reasonably suspects that the Client's account(s) is used for illegal purpose(s);
- (j) The Client has behaved in an abusive or threatening manner towards Colmex Pro's employees;
- (k) Colmex Pro reasonably believes that the Client has changed physical location without notifying the Company of such change;
- (l) Colmex Pro reasonably believes that the activities of the Client's account(s) are no longer in accordance with the terms of this Agreement;
- (m) The Client did not provide updated personal information;
- (n) Colmex Pro reasonably determines that the Client is no longer eligible to perform the activities in account(s);
- (o) A petition of bankruptcy/liquidation is presented to Colmex Pro against the Client;
- (p) Account(s) did not record any activities within the predefined period;
- (q) Where the Company has reasonable grounds to believe that you have not acted in good faith, including, but not limited to where we determine that you have, willingly or not, abused our 'Negative Balance Protection' policy. This includes, but it is not limited to you hedging your exposure using multiple trading Accounts, whether under your same profile or in connection with another Client.
- (r) Where the Company has reasonable grounds to believe that you have acted contrary to our 'Order Execution Policy' or any other of our policies or procedures.
- (s) Legislative requirement(s);
- (t) Any other legal valid reason to take such action.

18.8 The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay:

- (a) Any pending fee of the Company and any other amount payable to the Company;
- (b) Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- (c) Any damages which arose during the arrangement or settlement of pending obligations.

18.9 The Client hereby accepts, acknowledges, approves and consents to that, in the case of the Client breaching and/or engaging in any way on actions related to Abusive Trading Techniques and Prohibited Actions, as these are presented within this Agreement, as in force and or as these may be amended from time to time,

the Company reserves the right to reverse all previous transactions which places the Company's interests and/or all or any of its Clients' interests at risk before terminating this Agreement with the Client.

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

**18.11 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including without limitation:**

- (a) all outstanding costs and any other amounts payable to the Company;
- (b) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- (c) any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- (d) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- (e) any damages which arose during the arrangement or settlement of pending obligations.

**18.12 Once notice of termination of this Agreement is provided to the other Party or upon termination (when a notice is not required) the following will apply:**

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

**18.13 Upon Termination:**

- (a) the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- (b) the Company reserves the right to close the Client Account(s);
- (c) the Company reserves the right to convert any currency;
- (d) the Company may close out all or any of the Client's open positions at current Quotes;
- (e) if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any authorised representative of the Client to pay any applicable amounts. Such funds shall be delivered to the Client in accordance with his instructions.

## 19. ACKNOWLEDGEMENT OF RISKS

19.1 The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

19.2 The Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts and declares that he is willing to undertake this risk.

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

- (a) Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- (b) Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
- (c) When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- (d) A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- (e) The Client must not invest in Financial Instruments unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses and losses incurred.

19.4 The Client acknowledges and accepts that there may be other risks which are not contained in this Clause 19 and has read and accepted all information under the titles — **GENERAL RISK DISCLOSURE** as this information is loaded on the Company's webpage publicly available to all Clients.

19.5 Access to the Online Service or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or any other reasons. Colmex Pro or its Service Provider(s), affiliates, custodians etc., ("Service Provider(s)") makes no express or implied representations or warranties to the Client regarding the usability, condition or operation thereof.

Colmex Pro and/or its Service Provider(s) do not warrant that access to, or use of the Online Service will be uninterrupted or error free or that the Online Service will meet any particular criteria of performance or quality. Colmex Pro or anyone else involved in creating, producing, delivering or managing the Online Service shall, under no circumstances including negligence, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.

Neither Colmex Pro nor any of Colmex Pro's directors, officers, employees, agents, contractors, affiliates, third party vendors, facilities, information providers, licensors, exchanges, clearing organizations or other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error free; nor does Colmex Pro make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided through the Online Service. In the events where the Client's access to the Online Service, or any portion thereof, is restricted, unavailable or delayed, the Client agrees to use other available means (if any), provided by Colmex Pro, to place the Client's order/request(s) for transaction(s) or to access information. Colmex Pro is not liable for any losses, lost opportunities or increased costs, increased commissions etc., that may result from the Client's inability to use the Online Service to place order/request(s) for transactions, receive confirmation for transactions or access information.

The Client expressly agrees that the use of the Online Service is at Client's sole risk. The Client acknowledges full responsibility and risk of loss that may result from use of, or materials obtained through, the Online Service. By placing order/request(s) through the Online Service, the Client acknowledges that the Client order/request(s) may not be reviewed by Colmex Pro prior to execution. The Client agrees that Colmex Pro is not liable for any losses, lost opportunities or increased costs, increased commissions/charges/costs etc., that may result from the execution of order/request(s) made by the Client.

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## **MARKET DATA AND INFORMATION**

19.5 Neither Colmex Pro nor any Service Provider(s) shall be liable in any way to the Client or to any other person for:

- (a) Any inaccuracy, error or delay in, or omission, non-performance, interruption of any such data, information or message(s) or the transmission or delivery of any such data, information or message(s); or
- (b) Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, non-performance, interruption in any such data, information or message, due to either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within Colmex Pro or any Service Provider(s)' control.

19.6 Colmex Pro shall not be deemed to have received any order/request(s) or communication transmitted electronically by the Client, through Online Service, until Colmex Pro has actually acknowledged such order/request(s) or communication.

## **20. RELATIONSHIP BETWEEN THE COMPANY AND THE CLIENT**

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

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

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

- (a) Enter itself into an agreement with the Client in order to execute his/her Order;
- (b) Be an issuer of the Financial Instruments in which the Client wishes to conclude a transaction;
- (c) Act on its behalf and/or for another Client as purchaser and/or seller and may have an interest in the Financial Instruments of the issuer in which the Client wishes to conclude a transaction;
- (d) Act as an Agent, and/or have any trading or other relationship with any issuer;
- (e) Pay a fee to third persons who either recommended the Client to the Company or who mediated in any way so that the Client's Orders are forwarded to the Company for execution.

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

20.3 The relationship between the Company and the Client is Client-Provider relationship. There will be no employer-employee and/or partnership relationship between the Company and the Client. The Client understands and agrees that the Company profits from the trading expenses cleared from the Client's Deposit by the Company. The Client will only be entitled to receive his Deposit or Client's Equity back from the Company, according to the terms and provisions of this Agreement.

20.4 As stated above, the Client has read and accepted the **CONFLICTS OF INTEREST POLICY** the Company has adopted as this policy is mentioned in detail in the Company's main website, public and available to all Clients.

## **21. CONFIDENTIAL INFORMATION**

21.1 Colmex Pro acknowledges that confidential information regarding the Client's personal details is of valuable, special and unique asset and as such belongs to the Client and that such information will not be used to advance the interests of any person(s) other than the Client. Colmex Pro procures that its employees, Service Providers, to whom the confidential information is disclosed, are informed of such nature and the

employees and Colmex Pro shall limit the disclosure of the Client's personal information on a need-to-know basis only.

21.2 The Company will handle all of the Client's personal data according to the relevant Laws and Regulations for the protection of Personal Data. Client's Personal Information may be stored on computed records and will not be disclosed to any third parties, except in cases where the Company is permitted or requested to do so;

- (a) to institutions/counterparties with whom the Company has agreement for the provision of services to clients,
- (b) to any regulatory authority and as required by the Law and to any governmental body if such instruction is given
- (c) to the Company's advisors, auditors and other organizations related with the Company.

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

21.4 The Client's consent will not be required in the event where disclosure of confidential information is required by any governmental authority or by any law or regulation(s) requesting such disclosure. Furthermore, the Client's personal information may be submitted to cooperate with regulatory authorities and entities to comply with any legal official request, and as necessary to protect any of Colmex Pro's legal obligations and/or rights. Colmex Pro will protect the Client's rights regarding the privacy, confidentiality and anonymity of any information furnished to Colmex Pro and all data so furnished will be processed fairly and legally and will be collected for specified and legitimate purposes. Additionally, the Client consents that personal information may be given by Colmex Pro to relevant institutions should such be required in order to perform the activities during the business relationship.

21.5 The Client understands and agrees that the Competent Authorities are empowered to exercise their functions and powers either, a) directly, b) in collaboration with other authorities or with market undertakings, c) under the competent authority's own responsibility by delegation to such authorities or to market undertakings or by d) the application to the competent judicial authorities, and that the Competent Authority is empowered with supervisory and investigatory powers in order to fulfill their duties.

21.6 The Client furthermore agrees that an individual and/or entity making the information available to the Competent Authority, arising from this Agreement, shall not be considered to be infringing any restriction on disclosure of information imposed by contract or by any legislative, regulatory or administrative provision, and shall not involve the person notifying in liability of any kind related to such notification.

#### **Credit Cards:**

21.6 The Company is legally obligated to secure your consent to allow us to store your card details for future use. As per our policy, we cannot process your payment before you agree to such storing. The below are always subject to and in compliance with our Privacy Policy (see our webpage).

21.7 The Client hereby confirms and acknowledges that any payment(s) made by Credit Card(s), will bear the Client's name and will be credited into Client's account(s), held with Colmex Pro. The Client confirms and acknowledges that the sole purpose for such payments is in accordance with the purpose of this Agreement signed with Colmex Pro. The Client further confirms and acknowledges that the right of the Chargeback shall not be permitted in cases when Colmex Pro has already executed a requested transaction.

21.8 The Client hereby confirms and acknowledges that the right of the Chargeback shall not be permitted if the Credit Card(s) has been stolen taking into consideration the 3D secure policy, used by Colmex Pro, by which

such payment(s) are not approved. Additionally, the Client confirms and acknowledges that due to the type of services and activities provided by Colmex Pro, the Client is not permitted to claim that the performance did not correspond to a written description, so as to cancel the services. Should the Client request the Chargeback claiming that the performance did not correspond as per the Client's instruction, the Client confirms and acknowledge that Colmex Pro has the right to provide any relevant entity/person, with the required documentation in regard to such Client's account(s), in order to prove any allegation on transaction(s).

21.9 The Client confirms and acknowledges that Colmex Pro will not be held responsible regarding any delays that may occur in regard to Credit Card(s) transaction(s), caused by third parties, during the process of such transaction(s), or due to any other laws/impediments given or made in any jurisdiction at such given time of any such transaction(s).

21.10 In the event of a dispute related to the Chargeback, the Client agrees that Colmex Pro has the right to withhold the Chargeback in a reserve until the dispute is finalized. The Client understands and agrees that, as a consequence of the reserved Chargeback, such Chargeback may reflect on any of the transaction(s) of the Client's account(s).

21.11 The Client shall be liable for all and any of the costs paid to the Credit Card processor or bank(s), other third parties, attorneys' fees and other legal expenses, and the reasonable value of the time that the Company spent on the matter, incurred during the process of the dispute resolution. To the extent permitted by law, the Company may set off against the balances for any obligation and liability of the Client, including without limitation any Chargeback amounts.

#### **21.12 Why do we store your card details?**

As the payment system has evolved, storing the credentials of the cardholder became inevitable for the growth in digital commerce. Therefore, card service providers (such as VISA) have defined authorization data values to help identify initial storage and usage of stored payment credentials to enable differentiated processing and requires compliance from all the merchants with the recent changes in card scheme rules as to the storing of card data. Recognizing stored credential transactions distinctly allows for greater visibility into the transaction risk, enabling robust processing and resulting in differential treatment.

#### **21.13 How long will card details be stored?**

Your card details will remain stored until you decide to remove or change them and at all times it will be subject to our Privacy Policy.

#### **21.14 How will my stored card details be used?**

Your card details will be used to process payments transactions in your account as well as to help us verify your account, comply with our legal and regulatory obligations, and help us prevent and detect fraud and crime.

#### **21.15 Can these terms change?**

Changes in the permitted use will require your agreement. Other changes will follow the procedures set forth in this document. Prior to the disclosure of any data, the Company shall inform the other party (i.e. the recipient) of the confidential nature of such information. The Company may disclose clients' data to any other company within the group. It is the sole responsibility of the client to ensure that the Company keeps an updated record of his personal data. The client shall ask from the Company to amend/remove any inaccurate or non-valid information. For example, in case that the client's residential address changes, it is the responsibility of the client to notify the Company on time. The Company cannot be held liable for the accuracy of the information kept on the client's file.

## 22. SAFEGUARDING OF PERSONAL INFORMATION

22.1 The Client acknowledges that Colmex Pro endeavors to safeguard and to keep the Client's personal and financial information ("Client's information"), obtained for the purpose of entering into and signing this Agreement, secure at all times. The Client further consents and acknowledges that Colmex Pro may use Service Provider(s) and/or custodian(s) solely in the event of executing acts pursuant to and originating from this Agreement and that the Client's information will be further subject to confidentiality between such parties. Colmex Pro may also disclose Client's information to Colmex Pro's affiliates as may be necessary for the purpose of providing the services and/or products to the Client. However, Colmex Pro will not disclose Client's Information to any third party without your prior consent and/or without having a legal basis to do so.

22.2 Client's information may be as well disclosed to local and/or foreign regulatory authorities, fraud and prevention agencies and other organizations involved in crime, fraud and money laundering prevention, if so required, in accordance with the provisions of the relevant laws. In rare occasions Colmex Pro will use Client's information for assessment and statistical analysis of the Company's business, without a prior notice to the Client.

22.3 Provided that you have consented for the use of your personal information by Colmex Pro for marketing and information management purposes or to conduct market research then Colmex Pro may share these data with other companies in its group or with carefully selected external parties that may use the Client's Information to bring to the Client's attention products and services that may be of Client's interest based on the Client's marketing preferences in accordance with Company's Privacy Policy, available on our website. The Client understands that processing of client information will be carried out to the extent that processing is necessary for the performance of the Agreement to which Client has entered and/or in order for Colmex Pro to take necessary steps and/or actions related to and arising from this Agreement.

22.4 Under certain circumstances, the Client has the right under data protection laws to:

- (a) Request access to your personal data (commonly known as a "data subject access request"). This enables the Client to receive a copy of the personal data Colmex Pro holds about the Client and to check that the same are being lawfully processed;
- (b) Request correction of the personal data that Colmex Pro holds about the Client. This enables the Client to have any incomplete or inaccurate data corrected, though Colmex Pro may need to verify the accuracy of the new data the Client shall provide.
- (c) Request erasure of personal data. This enables the Client to ask the Company to delete or remove personal data where there is no good reason for us continuing to process it. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local laws. Note, however, that the Company may not always be able to comply with Client's request of erasure for specific legal reasons which will be notified to the Client, if applicable, at the time of the request. It is understood by the Client that the Company reserves the right to store the client information for a period of at least five (5) years following the end of the business relationship in relation to financial services obligations and for at least seven (7) years in relation to tax related obligations.
- (d) Object to processing of personal data where the Company is relying on a legitimate interest (or those of a third party) and where there is something about Client's particular situation which makes the Client want to object to processing on this ground and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- (e) Request restriction of processing of Client’s personal data. This enables the Client to ask the Company to suspend the processing of Client’s personal data in the following cases:
  - if you want the Company to establish the data’s accuracy;
  - where the Company’s use of the data is unlawful but the Client does not want the Company to erase it;
  - where the Client needs the Company to hold the data even if the Company no longer require it in order to establish, exercise or defend legal claims; or
  - the Client has objected to the use of his/her data but need to verify whether the Company has overriding legitimate grounds to use the data.
- (f) Request the transfer of Client’s personal data to the Client or to a third party. In this case the Company shall provide the Client or the third party with Client’s personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you. The Client understands that Colmex Pro may have the right to transmit client information/data to another controller/processor in the event that the processing is necessary arising from this Agreement and based on the prior consent given by the Client to Colmex Pro, or whereby the processing is carried out by automated means. The Client understands that Colmex Pro may in certain circumstances process data where the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Colmex Pro and/or as per its competent authority.
- (g) Withdraw consent at any time where the Company is relying on consent to process Client’s personal data. However, this will not affect the lawfulness of any processing carried out before the withdrawal of the consent. If the Client withdraws the consent, the Company may not be able to provide certain products and/or services to the Client. The Company will advise the Client if this is the case at the time of the withdrawal of the consent.
- (h) Right to Object on grounds relating to his/her particular situation, at any time to processing of personal data/client information, including profiling. Colmex Pro on such basis will no longer process the client information unless Colmex Pro can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the client, or for the establishment, exercised or defence of legal claims.

22.5 Where client information/personal data is processed for direct marketing purposes, the Client shall have the right to object at any time to the processing of personal data concerning him/her for such marketing, which includes profiling to the extent that it is related to such direct marketing.

22.6 It is furthermore understood and agreed by the Client that Colmex Pro may restrict the scope of obligations and rights provided by the data protection laws, in so far as its provisions correspond to the essence of fundamental rights and freedoms whereby it is deemed necessary and proportionate in a democratic society to safeguard:

National security, defence, public security, the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against the prevention of threats to public security, other important objectives of general public interests of the Union and/or Member State, in particular an important economic or financial interest of the Union or of a Member State, including monetary, budgetary, and taxation matters, public health and social security, for the enforcement of civil law claims, monitoring, inspection or regulatory function connected to the exercise of official authority.

22.7 The Client acknowledges that Client has read, understood and consents to the “Privacy Policy” of Colmex Pro, which is made available online on its website.

### **Processing Personal Data:**

22.8 The Company is the data controller in Cyprus and is bound by GDPR. You hereby acknowledge and agree to the collection and processing of personal data provided by you in connection with the opening of a trading account for the purpose of performing our obligations under these Terms and Conditions and for administering the relationship between you and us.

22.9 The Company may on some occasions share your Personal Data with third parties in order to provide you with the Services and improve your trading experience, in accordance with the applicable laws and Company's Privacy Policy. The Company will not disclose your Personal Data to any third-party without your prior consent and/or without having a legal basis to do so.

22.10 You hereby acknowledge and agree that the Company may pass information provided by you to the Company, to other companies belonging to the same group with the Company and to other associated companies, for the purpose of processing and/or analysing the personal data for the purpose of providing you with the Services.

22.11 In the event that you have consented to the use of your personal data by the Company for marketing and information management purposes, or to conduct market research for the Company, then the Company may share these data with other companies in its group or with carefully selected external parties that may use the personal data to provide you with information about the products and services that may be of your interest.

### **23. NOTICES**

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

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

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

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

23.5 The Client shall deliver all notices and communications to the Company in writing. All communications, from Colmex Pro to the Client, may be sent to the Client at the address indicated on the Client Account Application or to such other last known address as the Client thereafter directs in writing. In addition, communication may be effected by telex, courier, telephone, telegraph, messenger, facsimile, electronic mail, chatting system or otherwise (in the case of mailed notices), or communicated (in the case of telephone notices), sent to the Client at the Client's or designated agent's or representative's address (or telephone number), as given to Colmex Pro from time to time, shall constitute personal delivery to the Client whether or not actually received by the Client, and the Client hereby waives any and all claims resulting from failure to receive such communication.

23.6 Confirmation of transactions, balances, equity, order/request(s), margin calls etc., either through statements of account(s) or through Online Trading Platform(s), shall be binding on the Client for all purposes, unless the Client calls any error therein to Colmex Pro's attention, in writing, prior to the start of business on the next business day following such occurrence and within maximum 24 hours. None of these provisions,

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however, will prevent Colmex Pro, upon discovery of any error or omission, from correcting it. The parties agree that such errors, whether resulting in profit or loss, will be corrected in the Client's account(s); the account will be credited or debited so that it is in the same position it would have been if the error had not occurred. Whenever a correction is made, Colmex Pro will promptly make written or oral notification to the Client. Client agrees and understands that it is Client's responsibility to send written notice of any change of any personal details.

23.7 The Client further agrees and acknowledges that in cases where the Client wishes to receive information in regard to account(s) held with the Company in a durable medium, other than the durable medium used by the Company, the Client shall contact the Company and request such accordingly, subject to the approval of the Company.

23.8 The Client hereby agrees and consents that the statement(s) of account(s) may be obtained through the authorized communication channels/venues, as the case may be. The Client furthermore acknowledges and confirms that in the event where the statement(s) of the Client's account(s) is not received by the Client, the Client will contact Colmex Pro to request a copy of such statement or will obtain the same information using the Online Trading Platform.

## 24. GENERAL PROVISIONS

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

24.2 Joint Account - If the Client is more than one person, the Client's obligations under the Agreement shall be joined and several and any reference in the Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client. In case of contradiction between instructions given to the Company by different persons, then the last instruction received by the Company will prevail.

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

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

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

24.6 The Client undertakes to pay all stamp expenses relating to the Agreement and any documentation which may be required for the execution of the transactions under the Agreement.

24.7 The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments markets conducted by the Company, the following Terms and Conditions,

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and also the other information regarding the activity of the Company are accessible at the Company's main website over the Internet — [www.colmexpro.com](http://www.colmexpro.com).

## 25. APPLICABLE LAW, JURISDICTION

25.1 This Agreement and all transactional relations between the Client and the Company are governed by the Laws of the Republic of Cyprus and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located, in the Republic of Cyprus. The Company, however, shall have the right, in order to collect funds owed to the Company by the Client, or to protect the Company's legal interest(s), to immediately bring legal proceedings against the Trader, in the Client's residency and according to the Client's residency applicable law. No action, regardless of form, arising out of transactions under this Agreement may be brought by the Client after three months have elapsed from the day that the cause of action arose.

## 26. TAX

26.1. Client's Tax Allocations - Any tax applying on the Client and/or results from the Client's trading activity, including trading profits and/or trading losses and/or any charges and/or deductions made from the Trader Deposit or Client's Equity, shall be under the Client's full and sole responsibility. The Client shall personally report and pay any personal, federal, state and local tax liability he is obligated to, if applied. The Company serves as a mediator only and does not deduct, pay or withhold tax from the Trader's Deposit. The Company reserves the right, if ordered by an official entity, to deduct tax from the Trader's Deposit and deliver it to the proper tax authority as ordered by the official entity.

26.2. Tax Considerations. Any capital gains, income, transfer, gift or other taxes imposed upon any transferor or transferee as a result of any conveyance of any interest in the Company shall be exclusively the responsibility of the person upon whom such tax is imposed.

26.3 No Tax Advice. The Company does not advise the Clients regarding any tax consequences. The Company may provide or publish general market information. By doing so, the Company gives no representation, warranty or guarantee as to their accuracy or completeness or as to the trading and/or tax consequences of any trade.

26.4 FATCA, CRS and other form of Reporting. The Company, its Affiliates and its and their agents and service providers may collect, store and process information obtained from Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA, the *Common Reporting Standards (CRS) - Convention on Mutual Administrative Assistance in Tax Matters* or other Applicable Regulations, including disclosures between themselves and to Governmental Authorities. Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws.

## 27. CLIENT'S DECLARATION

27.1 The Client hereby solemnly represents, warrants, declares and confirms that:

i. He/She has carefully read and fully understood the entire text of the above terms and conditions

Agreement with which he/she fully and unreservedly agrees.

ii. He/She has read and understood all the information provided on the Company's website regarding its services, relevant fees and costs, has read and accepted the "[Contract Specifications](#)", "[General Risk Disclosure](#)", "[Client's Categorisation Policy](#)", "[Investor Compensation Fund](#)", "[Conflict of Interests Policy](#)", "[Summary Order Execution Policy](#)", "[Privacy Policy](#)" (including GDPR), "[Complaints Policy and Reporting Form](#)" and [Key](#)

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[Information Documents](#) (all together referred to as “Legal Documentation”), as in force and/or as these may be amended from time to time and published on the Company’s official website and has found all relevant information up to standards.

iii. He/She consents and agrees to direct advertising through cold calling, either by phone or personal representation, facsimile, automatic calls, email or other phone, electronic or digital means by the Company. The Client acknowledges that the Company might use mass-emails as a way of communication with the Client, therefore the Company will not be held liable for any email that was not received by the Client due to the fact that the Client was unsubscribed/stated/declared that he does not wish to receive mass-emails. The Company has the absolute right to decide and determine the content of mass-emails. Important Information, Company’s announcement and any other notification might be sent in the form of mass-emails. Colmex Pro bears no responsibility for any loss that arises as a result of delayed or unreceived communication sent to the Client by the Company. Any liability lies with the Client.

iv. He/She is over 18 and to the best of his/her knowledge and belief, the information provided in the Investor’s Questionnaire and any other documentation supplied in connection with the application form, including the Non-Professional Subscriber Questionnaire which is a requirement of NASDAQ OMX (applicable to Securities and CFDs on securities trading), is correct, complete and not misleading and he/she will inform the Company of any changes to the details or information entered in the Investor’s Questionnaire.

v. He/She accepts to be notified separately in writing if the Company pays commission/fees to anyone outside the Company who introduced the Client or who acts on behalf of the Client.

vi. He/She accepts that any orders he/she will place with the Company, the Company will act as a Principal or an Agent on the Client’s behalf. Clients’ orders are executed against the Company’s own capital or via third party broker(s).

vii. He/She understands and agrees to the 15 days’ exception and all the requirements and significances of the said procedure. The client acknowledges that the Company will decide whether he/she is entitled for the exception.

viii. He/She consents to communicate with the Company in a durable medium other than on paper including electronic means like email or the Company’s main website. In this respect the Client confirms that he/she has regular access to the internet.

ix. He/She has chosen the investment amount, taking his/her total financial circumstances into consideration which he/she considers reasonable under such circumstances.

x. Any documents provided by him/her to Colmex Pro during the Account opening process, as well as throughout the duration of this Agreement, is valid, genuine, and true. It is in the sole discretion of Colmex Pro, in the event that we believe, that any such document is incorrect, false, frauded or invalid, Colmex Pro will request either for an alternative documentation and/or the termination of the Account as the case may be. Failure from you to provide such documentation may lead to us taking action as we deem necessary.

xi. He/She will use funds to trade with Colmex Pro that belong to him/her and are free of any lien, charge, pledge and/or other encumbrance, as well as that the funds used are not the direct or indirect proceeds of any illegal act or omission, nor are they product of any criminal activity

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which constitutes a predicate offence under the applicable money laundering rules and regulations, or any other Anti-Money Laundering and Countering the Financing of Terrorism legislation, as in force and/or as this may be amended and/or replaced from time to time.

xii. He/She has not been coerced, or otherwise persuaded to enter into this Agreement, nor has he/she entered into this Agreement based on any representation other than what is included herein.

Made today [date]..... of year .....

**THE CLIENT**

**THE COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

[ID/PASSPORT NO.] : \_\_\_\_\_