

**FXGlobe**

**Limited**

**Client**

**Agreement**

**Terms and Conditions of**

**Business**

## 1. INTRODUCTION

**1.1 FXGlobe Ltd. is a Cyprus Investment Firm (“CIF”) and is Authorized and Regulated by the Cyprus Securities and Exchange Commission (“CySEC”) under License number 205/13.**

[http://www.cysec.gov.cy/licence\\_members\\_1\\_en.aspx](http://www.cysec.gov.cy/licence_members_1_en.aspx)

The License granted by “CySEC” allows the Company to provide Financial Investment Services covered by the following “***Business Terms and Conditions***” (hereafter called the “***Agreement***”).

**1.2 FXGlobe Ltd.** and its domain name, <http://fxglobe.com>, is owned by the Company, Incorporated and Registered according to the Laws of the Republic of Cyprus, under the Certificate **Registration number HE 254133.**

**Registered Office Address:** 7 Omirou Street, 2nd Floor, Limassol 3095, Cyprus

**Head Office Address:** 7 Omirou Street, 2nd Floor, Limassol 3095, Cyprus

**1.3 FXGlobe Ltd.** operates in accordance with the **Markets of Financial Instruments Directive (“MiFID”)** of the European Union, which was implemented in the European Union, followed by “**MiFID**” transposition in Cyprus, through the *Investment Services and Activities and Regulated Markets Law of 2007 (Law 144(I)/2007)*.

**1.4** The Agreement is entered by and between **FxGlobe Ltd.** (hereafter called the “**Company**”), on the one part and the

**Client**, (which may be a Legal Entity or a Natural Person) who has completed the Account Opening Application

Form (“**Client**”) on the other part.

**1.5** This Client Agreement with the Appendixes 1-6 (“About the Company and its Services”, “Client Categorization”, “Investor Compensation Fund”, “General Risks Disclosures and Acknowledgements”, “Best Interest of the Client and Order Execution Policy”, “Conflicts of Interest Prevention Policy”), found on the Company’s Website, as amended from time to time, set out the Terms and Conditions upon which the Company will offer Services to the

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Client and shall govern all CFDs trading activity of the Client with the Company during the course of the Agreement. In addition, the Agreement in the various Appendixes sets out the matters which the Company is required to disclose to the Client under the Applicable Regulations.

**1.6** The Company operates an online system which enables the performance of transactions in relation to the Exchange

Rates of a variety of Currencies in the International Currency Markets, Financial Instruments, Derivatives and Commodities via the use of various Platforms.

**1.7** This Agreement applies to the use of the Internet Website of the Company (“**the Website**”) and the Company’s Systems and the Electronic Content and Software included in the Website which provides the Client with information, in real time, about the Exchange rate of International Currencies, Financial Instruments, Derivatives and Commodities and about the Company’s systems for the performance of transactions in Foreign Currencies, Financial Instruments, Derivatives and Commodities and over any feature, content and/or services which FXGlobe may add or provide the Client in the future. The Company is providing its Services directly to its Clients and/or by means of Third Parties authorized by it.

**1.8** The Agreement overrides any other Agreements, Arrangements, express or implied Statements made by the Company or any Introducer(s). Please read it carefully and seek clarification of any points that may be unclear. The Terms and Conditions set out in this Agreement will come into effect and the Rights and Obligations of the Parties will apply from the Date of signing of this Agreement.

## 2. INTERPRETATION OF TERMS

**2.1** In this Agreement, unless the context otherwise requires:

“**Access Data**” shall mean the Login and Password of the Client, which are required so as to place Orders with the Company on the Company Online Trading System.

“**Account**” means the Account representing Client’s Collateral established by the Company for the Client pursuant to this Agreement.

“**Account Opening 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

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Form/Questionnaire the Company will obtain amongst other things information for the Client's Identification and Due Diligence, his Categorization and appropriateness in accordance with the Applicable Regulations.

**"Affiliate"** shall mean in relation to the Company, any Entity which directly or indirectly controls or is controlled by the Company, or any Entity directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or Entity.

**"Agreement"** shall mean this Client Agreement and its Appendixes 1-6 ("About the Company and its Services", "Client Categorization", "Investor Compensation Fund", "General Risks Disclosures and Acknowledgements", "Policy to Act in the Best Interest of the Client", "Conflicts of Interest Prevention Policy"), found on the Company's Website, as amended from time to time and any subsequent Appendixes added thereto.

**"Applicable Rate"** shall mean:

- (a) Federal Funds Rate, if the Currency of the Client Account is US dollars;
- (b) Bank of England Official Bank Rate, if the Currency of the Client Account is in Great Britain pounds;
- (c) European Central Bank (repo) Interest Rate, if the Currency of the Client Account is in Euros;
- (d) Swiss National Bank Key Interest Rate, if the Currency of the Client Account is in Swiss francs.

**"Applicable Regulations"** shall mean (a) CySEC Rules or any other Rules of a relevant Regulatory Authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable Laws, Rules and Regulations of Cyprus or of the European Union.

**"Ask"** shall mean the higher price in a Quote at which the price the Client may buy.

**"Authorised Person"** means any Person authorised by the Client to operate Client's Account who has signed the Power of Attorney Form as "Trading Agent".

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**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and Depositing/Withdrawal operation at any period of time.

**“Base Currency”** shall mean the main Currency of the Client’s Account.

**“Bid”** shall mean the lower price in a Quote at which the Client may Sell.

**“Business Day”** shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of

January or any other Cyprus or International Holidays to be announced on the Company’s Website.

**“CFD”** shall mean a Financial Contract for Difference on Spot Forex, Stocks, Equity Indexes, Precious Metals or any other Commodities available for Trading.

**“Client”** shall mean any Natural or Legal Person to whom the Company provides Investment and/or Ancillary Services.

**“Client Account”** shall mean the unique personalized Account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Company Online Trading System, the balance of the Client money and Deposit/Withdrawal Transactions of the Client money.

**“Client Terminal”** shall mean the MetaTrader program version 4, or later version, in addition to any Platform Trading Facilitates including, (but not limited to), Web and Mobile Traders, 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. “Closed Position” shall mean the opposite of an Open Position.

**“Closure”** means the reverse Transaction intended to close an Open Position, (the sale of a Financial Asset that was bought earlier or vice versa), in the amount identical to that outlaid in the original Transaction on the same Business Day.

**“Collateral”** means the sums the Client Deposits with the Company after the deduction of Losses and with the addition of Gains derived from the Transactions and after the deduction of Withdrawals which include, (without limitation), the initial Deposit payable by the Client to the Company to enable an Account to be opened.

**“Company Online Trading System”** shall mean the Software used by the Company 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 Company Online Trading System consists of the Server and the Client Terminal.

**“Completed Transaction”** shall mean two counter deals of the same size (opening a Position and closing a Position): Buy then Sell and vice versa.

**“Confidential Information”** includes all information exchanged between the Parties to this Agreement, whether in writing, electronically or orally, including the Service and the Website but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other Party.

**“Contract”** means obligation to Buy/ Sell a Financial Asset and/or Commodity at a predetermined price.

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**“Contract for Differences” (“CFD”)** shall mean a Contract, which is a Contract for differences by reference to variations in the price of an Underlying Asset.

**“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 Financial Instruments as determined by the Company from time to time.

**“Currency of the Client Account”** shall mean the Currency that the Client Account is denominated in, which may be Euro, Swiss Franc, British Pounds and US Dollars or any other Currency as offered by the Company from time to time.

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

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

**“CySEC Rules”** shall mean the Rules, Directives, Regulations, Guidance notes of CySEC.

**“Effective Date”** means the date of signing of this Client Agreement.

**“Eligible Counterparty”** shall mean an “Eligible Counterparty” for the purposes of the CySEC Rules, as determined in the Company’s “Client Categorization Policy”.

**“Equity”** shall mean the value of Financial Instruments in the trading Account plus the unrealized Profits or minus the unrealized Losses.



**“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 Company Online Trading System to automatically adjusting Stop Loss, Trailing Stops and Take Profit Levels.

**“Financial Instrument”** shall mean Foreign Exchange and the Contract for Difference.

**“Floating Profit/Loss”** shall mean current Profit/Loss on Open Positions calculated at the current Quotes, (added any Commissions or Fees, if applicable).

**“FX” or “Forex”** shall mean Foreign Exchange, Sale and Purchase of Currencies against each other.

**“Hedged Margin”** shall mean the necessary Margin required by the Company so as to open and maintain Matched Positions.

**“Initial Margin”** shall mean the necessary Margin required by the Company so as to open a Position.

**“Introducing Broker”** shall mean any Financial Institution or Advisor or Legal or Natural Person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company and/or transmitting Client’s Orders to the Company for Execution.

**“Leverage”** shall mean a Ratio in respect of Transaction Size and Initial Margin. 1:100 Ratio means that in order to open a Position, the Initial Margin is one hundred times less than the Transactions Size.

**“Limit”** means the rate in at which a transaction will be executed, contrary to an existing Position which is found to be in a gain, compared to the Market.

**“Long 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.

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**“Lot”** shall mean a Unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**“Lot Size”** shall mean the number Underlying Assets in one Lot defined in the Contract Specifications.

**“Margin”** shall mean the necessary guarantee Funds requested to open or maintain a Position.

**“Margin call”** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain Open Positions.

**“Margin level”** shall mean the amount of Equity as percentage to the current Market value of the Securities held as Margin.

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**“Markets”** mean the International Financial Markets in which are set the Exchange Rates of Currencies under Free Trade, Prices of Financial Instruments, Derivatives and Commodities, and other Markets in which different Financial Assets are traded.

**“Matched Positions”** shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same Financial Instrument.

**“MiFID”** shall mean the Markets in Financial Instruments Directive 2004/39/EC of 21 April 2004.

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

**“Orders”** means an Instruction to carry out a Trading activity in the System which includes without limitation, Instructions to amend or cancel a previous Instruction(s).

**“Politically Exposed Persons”** shall mean:

**A)** Natural persons who are or have been entrusted with prominent public functions, which means: 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, such Persons shall not be considered a Politically Exposed Person.

**B)** The immediate Family members of such Persons as set out under definition A, which means: the spouse; any

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partner considered by National Law as equivalent to the spouse; the children and their spouses or partners; and the parents.

**C)** Persons known to be close associates of such Persons as set out under definition A, 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.

**“Power of Attorney”** shall mean the Power to authorize a Third Party to Act on behalf of the Client in all the Business relationships with the Company.

**“Professional Client”** shall mean a “Professional Client” for the purposes of CySEC Rules, as specified in the Company’s “Client Categorization Policy”

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

**“Rates”** mean the Exchange Rates of Foreign Currencies and/or Rates or Prices of Financial Instruments, Derivatives and Commodities which the System offers and is based on indicative Rates which the various Markets provide, as the ongoing Rates which are updated in the Markets.

**“Retail Client”** shall mean a “Retail Client” for the purposes of the CySEC Rules, as specified in the Company’s “Client Categorization Policy”.

**“Rolling Transaction”** is a change of Day in the value of the transaction which was opened for two Business days from the day of its Execution.

**“Server”** shall mean the Meta trader Program version 4, or later version, in addition to any platform Trading Facilitates including, (but not limited to), Web and Mobile Traders. The

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Program is used to arrange for the Execution **Authorized & Regulated by Cyprus Securities and Exchange Commission**

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Website:

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.

**"Services"** means the performance of Trading Transactions on the System by the Company.

**"Short 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 the difference between the expected Price of a Transaction in a CFD, 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.

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

**"Stop loss"** means the Rate at which a Transaction will be executed, contrary to existing Position, which was found to be under Loss in comparison to the Market Rates.

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

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**“System”** means an Electronic System programmed to enable Trading in Services over the internet, including the Company’s Platforms as defined below.

**“Trading Activities”** means the activities carried out by the Client on using the System.

**“Trading Hours for Financial Asset and/or Commodity”** – a table advertised on the Company’s Website detailing the Trading hours and breaks during each day of the week.

**“Trading Platform or Platform”** shall mean any information Software and Hardware complex used by the Company for the purpose of providing Services to the Client in accordance with this Agreement.

**“Trading Terminal”** shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and or transmit Orders to the Company.

**“Trading Week”** means the period in which Transactions are executable through the System, which starts on the Sunday of each week at 22:00 GMT, (Greenwich Time) and ends on Friday at 22:00, (Greenwich Time), of the same week.

**“Trailing Stop”** shall mean a Stop-Loss Order set at a percentage level below the Market Price - for a Long Position. The Trailing Stop Price is adjusted as the Price fluctuates. A Sell Trailing Stop Order sets the Stop Price at a fixed amount below the Market Price with an attached “trailing” amount. As the Market Price rises, the Stop Price rises by the trail amount, but if the pair Price falls, the Stop Loss Price doesn’t change, and a Market Order is submitted when the Stop Price is hit.

**“Transaction”** means Buying/Selling of a Financial Asset and/or Commodity in consideration of quantity or Set Price, or Buying/Selling or Exchange of one Currency against another, in a particular Business Day.

**“Transaction Size”** shall mean Lot Size multiplied by number of Lots. **“Underlying Asset”** shall mean the underlying asset in a CFD which may be Cash Indices, Index Futures, Bond Futures, Commodity Futures, Spot Crude Oil, Spot Gold, Spot Silver, Single Stocks, Currencies or any other Asset according to the Company’s discretion from time to time.

**“Website”** shall mean the Company’s Website at <http://fxglobe.com> or such other Website as the Company may maintain from time to time.

**“You / Your”** means the Person(s) who have executed this Agreement.

**2.1** Words denoting Persons include Corporations, Partnerships, other Unincorporated Bodies and all other Legal

Entities and vice versa.

**2.3** Any reference to any Act or Regulation or Law shall be that Act or Regulation or Law as amended, modified, supplemented, consolidated or re-enacted from time to time, all Guidance noted, Directives Statutory Instruments or Orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

### 3. SCOPE OF SERVICES

**3.1** The Company is principally in the business of providing Investment Services via online Trading Products and

Facilities allowing Clients to efficiently carry out the Trading activities on an Execution only basis.

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**3.2** All this in Compliance with the Firms providing Investment Services Law of 2007, (as it may be amended from time to time) (the “Law”), providing the “**Investment Services**” and the “**Ancillary Services**”, under Article 11 of the Law, referred to in paragraph (I) and (II) below in relation with the “**Financial Instruments**” referred to in paragraph (III) below.

**3.3** The Investment Services and the Ancillary Services in relation to which the Company will conduct the Business of providing Investment Services to its Clients are the following:

**(I) INVESTMENT SERVICES**

1. The Reception and Transmission of Orders for transactions in relation to one or more Financial Instruments.
2. Execution of Orders for transactions in relation to one or more Financial Instruments.

**(II) ANCILLARY SERVICES**

1. Foreign exchange services, where these are connected to the provision of Investment Services
2. Cash/Collateral Management

**(III) FINANCIAL INSTRUMENTS**

1. Transferable Securities and Units in Collective Investment Undertakings.
2. Financial Futures Contracts (Futures), including equivalent titles which are cash-settled.
3. Options to acquire or dispose of any Financial Instrument in the future, including equivalent Instruments, that provide cash-settlement option and, in particular, Options on Currency and Interest Rates.
4. Options, Futures, Swaps, FRA’s and 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.
5. Options, Futures, Swaps, FRA’s and 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, (but not because of inability to pay or of any other event that entail the termination of the Contract).
6. Options, Futures, Swaps and any other Derivative Contracts relating to Commodities, which can be physically settled, as long as they are traded on a Regulated Market and / or MTF.
7. Options, Futures, Swaps and any other Derivative Contracts relating to Commodities, which can be physically settled, unless stated otherwise in paragraph (6) above and are not intended for commercial purposes and have the characteristics of other Derivative Financial Instruments, relating among other things, whether are cleared or settled through recognized Clearing Houses or are subject to regular Margin calls.
8. Derivative Instruments for transfer of Credit Risk.

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9. Financial Contracts for Differences
  10. Options, Futures, Swaps 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, (but not because of inability to pay or of any other event that entail the Termination of the Contract), and any other Derivative Contracts relating to Assets, Rights, Obligations, Indices and Measures not otherwise mentioned, which have the characteristics of other Derivative Financial Instruments concerning, inter alia, whether they are traded on a regulated Market or an MTF, are cleared and settled through recognized Clearing houses or are subject to regular Margin calls.
- 3.4** The Company will execute Transactions on Client's Instructions and this should not imply any advice or any approval or recommendation on the merits of such Transaction. The Company is not required to explain any specific Risks that may arise from a particular Transaction.
- 3.5** The Company does not provide any Legal, Tax or Consulting services, any advice, recommendation or direction on the merits of any particular Transaction. Any information which may be found on the Website or any other forms of Publications must not be regarded as Financial Advice or guidance for any purposes. The Company may, on Client's specific request, provide historical or factual information related to Foreign Currencies, Exchange Rates, Financial Instruments, Derivatives and Commodities. It should be clearly noted that The Company makes no representations, warranties, truth or accuracy of such information, recommendations or advice provided and does not accept any responsibility for decisions based, (in full or in part), on such information. It is Client's responsibility to consider all information in light of his/her specific individual circumstances.
- 3.6** The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

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#### **4. CLIENT ACCEPTANCE**

- 4.1** After the Client fills in and submits the Account Opening Application Form together with all the required Identification documentation, the Company will send him a Notice informing him whether he has been accepted as a Customer of the Company. It is understood that the Company is not to be required, (and may be unable under Applicable Regulations), to accept the Client as its Customer until all Documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks, (including without limitation Anti-Money Laundering checks and appropriateness tests), have been duly satisfied.
- 4.2** In the event that the Client is accepted by the Company as its Customer, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit of 100 Euros or 100 GBP or 100 US Dollars or as determined by the Company in its discretion from time to time.
- 4.3** The Agreement will take effect and commence upon the receipt by the Client of the Notice sent by the Company informing the Client that he has been accepted as the Company's Customer and that a Client Account has been opened for him.
- 4.4** According to Applicable Regulations, the Company will treat the Client as a Retail Client, Professional Client or Eligible Counterparty, depending on the information provided by the Client in his Account Opening Application Form and according to the method of Categorization as this method is explained under the Company's "Client Categorization Policy" and by accepting this Agreement the Client accepts application of such method. The Company will inform the Client of his Categorization according to Applicable Regulations.
- 4.5** The Client accepts that when categorizing the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Account Opening Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.
- 4.6** It is understood that the Company has the Right to review the Client's Categorization and change his Categorization if this is deemed necessary, (subject to Applicable Regulations).
- 4.7** It is understood that when providing the Client with Reception and Transmission and Execution Services, the Company is not required to assess the suitability of the Financial Instrument in which the Client wishes to transact, nor the Service(s) provided or offered to him. As a result, the Client will not benefit from the protection of the Applicable Regulations as regards the assessment of suitability.
- 4.8** The Company is obliged under Applicable Regulations 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. If the Client elects not to provide such information to the Client, or if the Client provides insufficient

information, the Company will not be able to determine whether the Service or Product envisaged is appropriate for the Client. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.

## 5. CLIENT'S SUITABILITY

**5.1** The Services are not available to Persons who are less than 18 years of age or who are under the Legal age according to the Laws of their Country of Residence ("Minors"). The Services are not available to Organizations which are not authorised or legally entitled to enter into a Binding Contract. The Company will not be responsible, in any shape or form, for any unauthorized use of its Services by the aforementioned Persons. It is your responsibility to ensure and verify that the use of the Services does not breach any Law or Regulations to which you are subject.

**5.2** The Services are only available for use by Persons who have sufficient experience and knowledge in financial matters and who are capable of assessing the advantages and risks in the acquisition of Financial Contracts and the

Execution of Transactions without reliance on the information and/or opinions on the Website.

## 6. CLIENT'S REPRESENTATIONS AND WARRANTIES

**6.1** You wish to use the Website and the System to conduct Transactions. In doing so, you Acknowledge, Warrant and Agree that:

**6.1.1** You are not a Minor.

**6.1.2** The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;

**6.1.3** The Client has read and fully understood the Terms and Conditions of the Agreement including the information in the Appendixes;

**6.1.4** The Documents handed over by the Client are valid and authentic;

- 6.1.5** The Client has declared in the Account Opening Application Form, if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.
- 6.1.6** There are no restrictions on the Markets or Financial Instruments in which any Transactions will be sent for Execution, depending on the Client's Nationality or Religion.
- 6.1.7** You have full Power and Authority to enter into this Agreement and any resulting Transactions and to perform the obligations under it. You warrant that you will provide full and accurate information as requested, will disclose all relevant information and will act in Good Faith and observe all applicable Laws, Codes and Regulations during all dealings with the Company.
- 6.1.8** If you are a Company or Incorporated Entity, you warrant that the Company or Incorporated Entity is formed legally and has the Power and Authority to use the System and deal with the Company and the Person(s) executing this Agreement has the Power and Authority to execute this Agreement.
- 6.1.9** You have considered your own Financial circumstances, needs and objectives and concluded that dealing in Trading Activities is appropriate for you. You warrant that you understand the Risks, Terms and Conditions of Transactions entered into with the Company, (regardless of information supplied by the Company) and are willing to take on those Risks.
- 6.1.10** The Company does not, nor do any of its Directors, Officers, Agents or Employees, guarantee repayment of Capital or Payment of Income in relation to any funds deposited with the Company or any Transactions undertaken.
- 6.1.11** You have had an opportunity to obtain independent Financial and Taxation advice concerning this Agreement and any other document provided to you by the Company.
- 6.1.12** For the avoidance of doubt, the Company is not obliged to verify whether you have the knowledge and/or sufficient experience as mentioned above and will not be responsible for any damage and/or loss caused to you as a result of insufficient knowledge and/or experience. In addition it is made clear that the Company is not responsible for the accuracy of the information published by it on Website(s) and any other media and any mention or publication of any information item must be regarded as unsubstantiated.
- 6.1.13** All money and/or assets deposited with the Company are owned by you and have been

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acquired legally and free of any Lien, charge, security, interest or encumbrance.

- 6.1.14** No part of any funds remitted by you have been the proceeds of any illegal activity or used for any terrorist financing or money laundering activities. You agree to provide such information related to your business and financial affairs as may be reasonably requested by the Company in order to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act or other Legislative Requirements.
- 6.1.15** You are the Owner and Sole Beneficiary of the Account. If you are not the Sole Beneficiary of the Account, you must fill out and send to the Company the **“Joint Account Form”**. You must indicate the names and details of the other Beneficiaries on the Declaration form.
- 6.1.16** The Company is unable to control your activities and therefore you must check the Laws in the Country of your Residence which apply to you and/or your activity.
- 6.1.17** You understand that the Laws regarding Financial Contracts do differ from Country to Country and that it is your obligation to ensure that you are in full Compliance with the Laws, Rules and Guidelines which apply in your Country of Residence in relation to your use of the Website.
- 6.1.18** The actual ability to access the Website does not imply that the Services and your activity comply with all the Laws, Rules and Regulations applicable in your Country of Residence.
- 6.1.19** You hereby confirm that you have conducted the necessary investigation and satisfied that there is no Legal obstruction which prevents you from using the System or the Execution of Transactions. It should be made clear that the Services should not be used where the use is illegal. The Company reserves the right to refuse and/or cancel Services or part thereof to you, at any time, at its sole discretion and without the need to provide explanation, in the event that the Company discovers that you are conducting activity which is illegal.
- 6.1.20** You have read and understood the Addendum of Risks Disclosure, which forms part of this Agreement and agree to all its Conditions.
- 6.1.21** You confirm that you are solely responsible for the Acts and Orders for performance in your Account, whether performed by you personally or by and an Authorised Person or by a Company’s Representative who complies with your instructions. In addition you agree that the Company and/or its Representative and/or anyone acting on its behalf will not be liable to you in any way for the results of such acts and/or instructions.
- 6.1.22** You acknowledge that the Company does not supply any equipment and it is not a provider of

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Internet services and therefore will not be liable directly or indirectly, for any failure of your terminal equipment, or any other equipment which was not supplied by the Company and/or any other fault, including the connection to the Internet and/or any computer software or bugs and / or errors in the software, including delay in the transfer of your instructions or their late receipt. You will be responsible for providing and maintaining the means by which you will access the Website, including a personal computer, modem, telephone or any other access line. You will be responsible for the fees, usage cost, licence, operation etc. which require payment for the purpose of access and service needed for the connection with the site. You will accept all the charges resulting from access to these systems.

- 6.1.23** You undertake all the risks connected with the use and storage of information in your personal computer or any other computer, with which you will access the Website and the Service (“the Computer”). You declare that you have already established or intend to establish and maintain adequate protection in relation to the access and control of the Computer, computer viruses, material, installations, information or data which might be damaging to the Computer. You agree that the Company will not be liable to you in any way in the event of failure or damage or destruction in respect of the Computer, or part of them or due to delays, loss, errors, and missions as a result of the fault or the incorrect treatment of telephonic equipment, computer or software. You will not transfer in anyway, directly or indirectly to the Company and will not expose it or any of its online service providers, to any virus or inappropriate installation which may be damaging in the same way.
- 6.1.24** You will carry out the Trading Activities in a proper form and for real speculative profit and will not attempt to take advantage of the System (sniping) by Manual Trading, black box or experts or any other way of attempt to buy/sell at a price that is not the Real Market price, or by putting multiple Future Orders of small differences, or by putting quick Orders of in/out, or by requesting a price via IP connection that is not in the range of the indicative Exchange rates. If the Company discovers an attempt by you to carry out the aforementioned activities, the Company may cancel any Trading Profits which are a direct outcome of this attempt.
- 6.1.25** You acknowledge the fact that by using Electronic Trading Software (Experts or EA), you are exposed to further risks involving Computer Software, Internet, Communication Systems and interfaces connected to the Company. You hereby declare that you accept all the risks involved in using these Systems, include inter alia and not limited to Hardware, Software, Lines and Systems crashes and/or incorrect Data Feeding from external Data Providers. Moreover, you accept that there is no Trading System that is free of occasional failures, and there is no System that can guarantee 100% Profit or is not exposed to Loss.
- 6.1.26** You are aware that the Company does not represent or guarantee that:

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- 6.1.26.1** You will be able to access the Website, or use it in the times and location which you choose or that the Company will have the capacity in the Website in general, or in any geographical location the Site will provide uninterrupted Service and error free.
- 6.1.26.2** In addition you are aware that the Company will not be responsible for the inability to execute instructions and requirements due to failure in the operation of the Information's Systems that was caused by defects of any kind.
- 6.1.27** You will act in good faith and observe all applicable Laws, Codes and Regulations in your dealings with the Company. In particular you will pay any Government Taxes and Fees which may apply in respect of the activities in your Account. You consent to the Company withholding the sums in your Account if such retention is required by Law.
- 6.1.28** That you acknowledge that the Company is not acting as a Portfolio Consultant and/or Portfolio Manager.
- 6.1.29** That you acknowledge that the entire Rates which are shown in the System are indicative based on updated Trading Rates from International Currency Markets. You acknowledge and agree that the Company is not obliged to execute any of your Instructions, under the indicative rates displayed in the System. Only a final Confirmation of the Execution of a Transaction is Proof of Execution of your Instruction.

## 7. FXGLOBE'S REPRESENTATION

**7.1** The Company hereby represents that:

**7.1.1** It has the skills and the knowledge needed to provide the Services.

**7.1.2** The activity hours during which the Company will provide you support will be indicated on the Website and will be adjusted from time to time as the Company deems appropriate.

**7.1.3** The Company will not disclose information and details about its Clients, unless so required by the Law. The Company has the right but not the obligation to review and supervise the information provided  
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to the Client for any cause, at its sole discretion. The Company may record the information it receives from you in such forms as it considers necessary.

## 8. TERM AND COMMENCEMENT

- 8.1** This Agreement takes effect, and the rights and obligations of the Parties under this Agreement will apply, on and from the Effective Date and continues until terminated in accordance with this Agreement.
- 8.2** You acknowledge that this Agreement and your Account will continue until you have performed all of your obligations under this Agreement, all Transactions have been completed and your Account has been terminated in accordance with the Terms and Conditions contained in this Agreement.

## 9. CLIENT'S ACCOUNT

- 9.1** In order to open an Account, you will be required to execute this Agreement which includes the relevant Application Information, Customer Declaration, and the Addendum of Risk Disclosure and provide Identification documents as specified in the Application. The Company is under no obligation to open an Account with any Individual or Entity, even if all information has been provided. Failure to provide the required documents will prevent you from opening an Account with the Company.

At the end of the Application Form, the following **colored and clearly visible documents** must be uploaded:

**Identification document (Passport or ID card) with photograph, signature, personal details, issue and expiry dates, place and date of issue, and serial number; and**

**Proof of Address, (i.e. Utility Bill, Current Local Authority Tax bill), dated within the last 6 months.**

- 9.2** The Company will open the Account only after you have executed this Agreement and deposited an initial sum of money in the Account set by the Company and which may vary from time to time at the Company's sole discretion.
- 9.3** Upon your Execution of this Agreement and payment of the Initial Deposit, the Company or any Agent on its behalf will open the Account. The Account and other relevant data entered will be based on the information supplied to the

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Company by you. You must verify that the information provided to the Company is complete and accurate. It is emphasized that providing erroneous information might be considered a violation of the Law and will result in the immediate freezing of the Account or its cancellation.

- 9.4** Once the Account is opened, you will be issued with a personal ID code (“Access Code”). It is your responsibility to ensure the Access Code is kept secure. Should this security be breached, you must inform the Company immediately. Upon confirmation of Identification, the Company may reissue a new Access Code and, if requested by you, will place a hold on the Account. You irrevocably waive any claims against the Company in connection with an unauthorized use of the Access Code.

## 10. RISK AND LIABILITY

**10.1** You will carry out all the Transactions at your own risk. The Company shall not be responsible for any Loss, damage incurred by you as a direct or indirect result of your use of the Services.

**10.2** The Markets are speculative and volatile. Prices can fluctuate rapidly and may reflect unforeseeable events or changes in Conditions. These can be difficult, if not impossible, to predict.

**10.3** The placing of Contingent Orders, (such as a Stop-Loss Order), may not always limit your Losses to the amounts you want. Conditions may prevent Execution of such Orders.

**10.4** If your Account Balance falls below the minimum required Balance as outlined in this Agreement, the Company reserves the right to reduce or close out your Positions. The minimum Balance may be varied at Company’s discretion.

**10.5** If you open a Position and close it before the Markets have moved favourably, you may incur a Loss to the extent of the Spread and any Fees and Commissions payable.

**10.6** Data supplied by Third Parties may be delayed, incorrect or unavailable. The Company is not responsible for provision of neither such Information/Data Services nor the consequence if they fail, are delayed or are wrong.

**10.7** While the Company has made every reasonable effort to ensure continuity of Services, Operational Risk such as disruptions to Communications, Computers, Networks or External events may lead to delays in the Execution and Settlement of a Transaction.

**10.8** Should you fail to pay or provide security for amounts payable to the Company or fail to perform any obligation as set out in this Agreement, the Company is entitled to take steps to protect its position. You also indemnify the

Company and its Agents, Representatives and Employees against certain Losses and Liabilities. The Company's Liability is expressly limited. Please read the Terms and Conditions contained in this Agreement and any other documents the Company provided to you carefully, to ensure you understand these matters prior to signing any documentation.

**10.9** All the Transactions will be done at your risk and by you. The Company will not be liable for any Loss, damage or debt you incur as a direct or indirect result of activities which will be executed according to this Agreement. In any event, any sum you will claim from the Company will not exceed the sum of the Collateral.

**10.10** You acknowledge and accept that the Company has the right to close at any time, without prior notice, any Transaction you performed, if your Portfolio shows low value of Collateral, as computed fluctuations in the Exchange rates.

**10.11** You give your consent in advance that, if, due to the Rates, it may be impossible to perform Transactions and the Account will go into a negative Balance, you will have to repay the Company any sum above the Collateral, to cover any negative Balance in your Account.

**10.12** If the Company provided you with Credit, at your request, the Company will be entitled, at its exclusive discretion, to close any of your Transaction or part of an Open Transaction and you will have to pay the Company any debt or loss caused by such activity.

**10.13** You acknowledge and accept that it is impossible for the Company to guarantee the use of its Services will generate Profit or incur no Loss. You declare that you have received no such guarantee or promise from the Company or any of its Directors, Employees and/or Representatives and if you received such promise, you must regard such promise as illegal and of no effect. You declare that your entry into this Agreement is not based on such promises or representations.

## 11. CUSTOMER INSTRUCTION

**11.1** The Company or a Qualified Agent on its behalf is hereby authorized to perform Orders and Activities accordance with your instructions or the instructions given by your Authorized Person. Such instructions may be in writing and/or verbally.

**11.2** The Company may rely on and treat as binding any written or oral instruction which it has accepted in good faith and which the Company believes to be from you or someone entitled to act on your behalf.

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**11.3** Entirely at the Company's instructions, it may accept verbal or written instructions and may request that verbal instructions be confirmed in writing.

**11.4** You agree that any instructions and communication sent by you or on your behalf is made at your own risk and you authorize us to rely and act on, and treat as fully authorized and binding upon you, any instruction, (whether or not in writing), which the Company believes in good faith to have been given by or on behalf of you by any Intermediary whom the Company believes in good faith to have been duly authorized by you.

**11.5** The Company is entitled to act on the basis that all Trades, Orders or Instructions transmitted online using your

Access Code, Password and/or Account number are authorized by you unless it has already been notified, in writing, by you of a suspected breach of your Access Code details. The Company is not required to establish the identity of any person quoting a Client's Access Code, Account number and/or Password or it reasonable believes that person to be an Authorised Person.

**11.6** It is your sole responsibility to keep all Security information relating to the Account confidential and to advise us immediately in writing if you believe that such details have been breached.

**11.7** The Company is not liable in any way for any act or omission by it in reliance on any instruction given or action taken by a person acting or purporting to be acting on your behalf that is not listed as an Authorised Person.

**11.8** The Company reserves the right to in its absolute discretion and without explanation to you, to refuse to act upon any instruction, particularly if the Company believes that it may not be practical or in its opinion may infringe any Law, Rule, Regulation or Term of this Agreement and will not be liable for such act or omission in accordance with our limitation of Indemnity in Clause 30 of this Agreement.

## 12. CLIENT CATEGORIZATION

**12.1 MiFID** recognizes that Investors have different levels of knowledge, skill and expertise, and that Regulatory requirements should reflect this. **MiFID** introduces two main Categories of Clients (Retail and Professional) and a separate and distinct Category for a limited range of Businesses (Eligible Counterparties). Different levels of Regulatory Protection are attached to each Category. The less experienced, knowledgeable and sophisticated Investors (Retail Clients) will be afforded a higher level of Protection than that afforded to Investors in the Professional or Eligible Counterparty Category. The Client is bound by the **MiFID "Client Categorisation"** document available on the Website of the Company.

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## 13. AUTHORISED PERSONS

**13.1** Those persons authorized to instruct the Company with respect to your Account are any Persons listed in the Power of Attorney Form as “Trading Agent”. Such Power of Attorney Form must be attached to this Agreement as Addendum B.

**13.2** Instructions placed by such Trading Agents whether written or verbal, are deemed to have been placed by you and the Company may also provide information on the Account to such Trading Agents. You warrant that such Trading Agents may give instructions, place Orders and have read and accepted the Terms and Conditions of operating an Account with the Company.

**13.3** By including a Trading Agent on your Account, you personally indemnify the Company against any costs or losses the Company may suffer as a result of the Trading Agent, or a Person who appears to the Company to be your Trading Agent, giving incorrect or unauthorized Orders, instructions or failing to comply with the Terms and Conditions of this Agreement.

**13.4** Revocation of such Power of Attorney must be done by you personally giving notice to the Company.

## 14. COLLATERAL

**14.1** In order for you to use the System to perform Transactions, you are required to deposit Funds in a Bank Account nominated by the Company. The Deposit will serve as Collateral for the Transactions. The Execution of any Transaction in your Account(s) is subject to Confirmation of the Deposit of the Collateral. The Company will not permit the Execution of any Transaction without the Collateral and/or if the Collateral is insufficient for such Transaction the Execution will be subject to the Company’s Policy from time to time.

**14.2** Should the Company permit you to perform Transactions prior to a final confirmation that the Collateral has been deposited and the Company subsequently discovers that no Collateral or insufficient Collateral was deposited, the Company shall have the right to deduct from any Profit which will be due to you from the Company, the sum equivalent to the Collateral. The Company will hold all the Funds on your behalf and will be authorized to deposit them in any Financial Institution. If a Transaction is executed and eventually discovered by the Company that there is insufficient Collateral to collect the Transaction, the Company reserves the right to decrease the Transaction and/or contact you in order to correct the amount of the Collateral and/or demand from you Full payment for any monetary

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shortage which may occur as a result of the Execution of the Transaction at any time. It should be made clear that such rights do not create an obligation on the Company to decrease a Transaction of any kind and the Company shall not be responsible for any Loss, damage or Expense caused to you by such action/non-action.

**14.3** The Company may, at its sole discretion and with advance notice to you, change from time to time, the conditions which apply to the use of the System and the amount of the Collateral required into executing Transactions.

**14.4** The minimum amount of the Collateral required to execute a Transaction and the prescribed method for deposit of Funds are advertised on the Website. Credit Card payments are subject to the Rules of the relevant Credit Card Company.

**14.5** The Company shall have all Rights and Authority in relation to the Collateral until you withdraw it. [The Company will have the right to act on the Collateral to realize its Rights under this Agreement, including the realization or Forfeiture of part or all of the Collateral.]

**14.6** Any gain generated by your Transactions, will be added to your Account, as Collateral. Any Loss caused by your transactions will be deducted from your Account.

**14.7** The positive Balance in your Account will accrue no Interest.

**14.8** You will not have any Legal or Financial Claims due to delays and/or differences caused by Exchange Rate calculations of a Credit Card Companies and/or Commissions and/or any other Charge of a Credit Card Company. Similarly, you will have no claim towards the Company for delays and/or differences caused by the Financial System, Banks, or any other System that provide Funds transfer.

## 15. SAFEGUARDING OF CLIENTS' FUNDS

**15.1** Client money may be held on the Client's behalf with an Intermediate Broker, a Bank, a Market, a Settlement Agent, a Clearing House or OTC Counterparty located within or outside Cyprus or the EEA. The Legal and Regulatory regime applying to any such Person outside Cyprus or the EEA will be different from that of Cyprus and in the event of the insolvency or any other equivalent failure of that Person, the Client's money may be treated differently from the treatment which would apply if the Money was held in a Segregated Account in Cyprus. The Company will not be liable for the solvency, acts or omissions of any Third Party referred to in this paragraph.

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- 15.2** The Company may hold Client money and the money of other Clients in the same Bank Account, (Omnibus Account). The Company may not use the Client money for its own purposes and shall keep it segregated from its own money.
- 15.3** The Company may deposit Client money with a Third Party who may have a Security Interest, Lien or Right of set - off in relation to that money.
- 15.4** The Third Party to whom the Company will pass money may hold it in an Omnibus Account and it may not be possible to separate it from the Client's money, or the Third Party's money. In the event of the insolvency or any other analogous proceedings in relation to that Third Party, the Company may only have an unsecured Claim against the Third Party on behalf of the Client, and the Client will be exposed to the Risk that the money received by the Company from the Third Party is insufficient to satisfy the claims of the Client with claims in respect of the relevant Account. The Company does not accept any liability or responsibility for any resulting Losses.
- 15.5** The Company is a member of the Investors Compensation Fund, (ICF). So, depending on his Classification, the Client may be entitled to compensation from the ICF in the event that the Company is unable to meet its obligations as explained in the Company's document with the title "Investors Compensation Fund".
- 15.6** The Company shall have a general Lien on all Funds held by the Company or its Associates or its Nominees on the Client's behalf until the satisfaction of his obligations.
- 15.7** If the Client Account is Inactive for three months or more, the Company reserves the Right to charge an Account Maintenance Fee specified in the Contract Specifications to be paid in Quarters. If the Client is Inactive for two years or more, the Company reserves the Right to close the Client Account and notify the Client accordingly. Any Bank, Custody Fees or related Fees will be deducted from the Client money.
- 15.8** We wish to assure our Clients, that we take all necessary steps to provide maximum Safeguarding of Clients Funds and we further wish that you continue to enjoy your Trading experience with the Company.

## 16. FEES AND CHARGES

- 16.1** The provision of Services is subject to the payment of Costs, Fees, Commissions, Charges to the Company, (the "Costs"). Costs to the Company are set out in the Contract Specifications or Company Website. In addition to Costs,

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other Commissions and Charges may be due by the Client directly to Third Parties. The Client shall be obliged to pay all such costs.

- 16.2** Costs may appear as a percentage of the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated.
- 16.3** When providing a Service to a Client, the Company may pay or receive Fees, Commissions or other non-monetary benefits from Third Parties as far as permissible under Applicable Regulations. To the extent required by Law, the Company will provide information on such benefits to the Client on request.
- 6.4** Details of any Taxes which the Company is required to pay on the Client's behalf will be stated on Confirmations issued to the Client. The Client may also be liable for other Taxes which are not collected by the Company and the Client should seek independent expert advice if he is in any doubt as to whether he may incur any further Tax Liabilities. Tax Laws are subject to change from time to time.
- 16.5** The Client shall be solely responsible for all filings, Tax Returns and reports on any Transactions which should be made to any relevant Authority, whether Governmental or otherwise, and for payment of all Taxes, (including but not limited to any transfer or value added Taxes), arising out of or in connection with any Transaction.
- 16.6** The Client undertakes to pay all Stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.
- 16.7** You agree to pay:
- 16.7.1** Commission as notified/displayed by the Company as well as any other Transactional Fees, Tolls and Expenses charged or levied by the Company. The Commission Rates may be changed from time to time; and
  - 16.7.2** Any Fees, Commissions, Financing and Rollover Charges as set out in this Agreement and/or any Disclosure documents; and
  - 16.7.3** Any Costs as identified in this Agreement and/or any Disclosure documents, including but not limited to Swap Charges, Fund Withdrawal Fees or Network Costs; and
  - 16.7.4** Any other Costs incurred by the Company as a result of your default under the Terms and Conditions of this Agreement, including all Legal Costs and Expenses; and

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**16.7.5** Interest payable where an amount owed to the Company by you is overdue. In such circumstance, Interest will be charged at the rate of [2%] per annum above the Bank Overdraft rate and accrued daily from the date it becomes due until the date the Balance is paid in full.

## 17. ADDITIONAL DEPOSITS, WITHDRAWAL

**17.1** The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be accepted by a Bank transfer, Debit / Credit Card or any other Method of Electronic Money Transfer, (where the originator is the Client), acceptable by the Company from time to time. The Company will not accept Third Party or Anonymous payments in the Client Account.

**17.2** The Company will effect Withdrawals of Client Funds, either upon the receipt of a Form bearing the Signature of the Client, (which must match the specimen Signature of the Client provided by him to the Company), or upon an Application for Withdrawal made via the Company Online Trading System.

**17.3** Upon the Company receiving an Instruction from the Client to Withdraw Funds from the Client Account, the Company shall pay the said amount within 24 hours, if the following requirements are met:

(a) the Withdrawal Instruction includes all necessary information;

(b) the Instruction is to make a Bank Transfer to the Account of the Client; and

(c) at the moment of Payment, the Client's Free Margin exceeds the amount specified in the Withdrawal

Instruction including all Payment Charges.

**17.4** Withdrawals will only be effected towards the Client. The Company will not effect Withdrawals to any other third party or anonymous account.

**17.5** The Company reserves the right to decline a Withdrawal Request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

**17.6** All payment and transfer Charges will be borne by the Client and the Company shall debit the Client Account for these Charges.

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**17.7** If the Client makes a payment by Bank Transfer, by Credit Card or any other method of Electronic Money Transfer, the Company shall credit the Client Account with the relevant amount within one Business Day after the amount is cleared in the Bank Account of the Company.

## 18. TRADING TERMS, OPENING, CLOSURE AND TRANSACTIONS ROLLING

**18.1** You acknowledge that the Rates displayed on the System are indicative Rates, based on updated Trading Rates from the International Markets. You acknowledge and agree that the Company has no obligation to perform all of your Instructions, (whether Opening or Closing), according to the indicative Rates displayed in the System. Only a Final Confirmation of Execution of a Transaction is evidence of the Execution of an Instruction issued by you.

**18.2** All your Trading activities shall be executed directly by you by means of the Systems. If you have requested the Company or a Trading Agent to assist in executing the activities, all the activities will be carried out in accordance with the Company's Internal Rules and Guidelines and any applicable common customs in the International Currency Markets.

**18.3** Opening of a Transaction will be executed in accordance with your instructions subject to the Balance of the Collateral in your Account.

**18.4** Closing of a Transaction may be executed in one of the following manners:

**18.4.1** Closing initiated by you;

**18.4.2** Closing initiated by the Company of Orders, in the period of 48 hours before Expiration, where you did not close the Order in the period between the 13th day before Expiration and 2 days earlier than the Expiration. The initiated Closing will be done at the Company's sole discretion, at any Rate at the time of Closure, without the duty to inform you.

**18.4.3** Expiry of Contract.

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**18.4.4** The Trading Rates reached the Stop Loss or Take profit Levels as defined by you.

**18.4.5** The total evaluation of your Account reached the total Collateral needed to maintain the Transaction.

**18.4.6** The Company stops/cancels the Order due to incorrect Exchange Rates or incorrect Order Exchange Rates that do not reflect the Real Exchange Rate at the time of the Order or any other mistake or error cause by the Company or its Employers or a failure of the Company's Systems.

**18.4.7** If the Account has defined Orders and due to the expanded Spreads or during Financial announcements or extreme Market situations, or any other case effecting the Spreads and creating calling for Securities that has caused the Closure of Orders.

**18.5** The Client is entitled to Access Data in order to be able to give Orders for Transactions on the Company Online Trading System, through the Client's compatible personal computer connected to the internet.

**18.6** The Company will be entitled to rely and act on any Order given via the Company Online Trading System by using the Client Access Data without any further enquiry to the Client and any such Orders will be binding upon the Client.

**18.7** The Company shall receive and transmit for execution or execute all Orders given by the Client strictly in accordance with their Terms. The Company will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable Instruction to the Company to proceed with the Transaction on the Client's behalf.

**18.8** Orders can be placed, executed and (if allowed) changed or removed within the Trading time appearing in the Contract Specifications for each Financial Instrument or the Company's Website and if they are not executed they shall remain effective through the next Trading Session, (as applicable). All Open Spot Positions will be rolled over to the next Business Day at the close of Business in the relevant Underlying Market, subject to the Company's Rights to close the Open Spot position. Any Open Forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's Rights to close the Open Forward position. Any Transaction will be Rolled/Renewed at the same Rates every night at 22:00 GMT, (Greenwich Time), starting at the initial Execution of the Transaction and until its Expiration. Any Transaction Roll will Charge or Credit accordingly your Account, with Interest differences, according to the Type of Transaction and its direction.

**18.9** The Company shall not be obliged to, but may, at its absolute discretion, arrange for the execution of the Client's

Orders in respect of any Financial Instrument out of normal Trading hours which appear in the Contract

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Specifications for each Financial Instrument or the Company's Website.

**18.10** The Company may establish Cut-off times for Instructions or Orders which may be earlier than the times established by the particular Market and/or Clearing House involved in any Transaction and the Client shall have no Claims against the Company arising out of the fact that an Order was not placed by the Client ahead of the Cut-off time.

**18.11** Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero.

**18.12** The following Orders may be given by the Client:

(a) OPEN – Buy by Market, Sell by Market, Buy Limit, Sell Limit, Buy Stop, Sell Stop, OCO (one-cancel- other);

(b) CLOSE – Close by Market, Stop Loss, Take Profit;

(c) To add, remove, edit Orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop, OCO (onecancel-other);

**18.13** Any other Orders not mentioned in paragraph 18.12 are unavailable and are automatically rejected.

**18.14** Orders cannot be changed or removed if a Trade Confirmation is sent or they are executed or being executed.

The Client has no right to change or remove Limit Orders if the price has reached the level of the Order Execution.

**18.15** In order to change the Expiry Date of an Order, the Client will need to cancel the Order (subject to paragraph

18.14) and place a new Order.

**18.16** Orders are executed as follows:

(a) CFDs on Currencies:

- Take Profit (T/P) Orders are released into the Market as Market Orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the best price available in the Market.
- Stop Loss (S/L) Orders are released into the Market as Market Orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the best price available in the Market.

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- Limit Orders are executed at the Limit Price or Better Price.
- Buy Stop and Sell Orders for opening a position are executed as described. These Orders are released into the Market as Market Orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the Best Price available in the Market.

**(b) CFD on other Underlying Assets:**

- Take Profit (T/P) Orders are executed as described; These Orders are released into the Market as Market Orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the Best Price available in the Market.
- Limit Orders are executed as described; In relation to CFDs on single Stocks, Limit Orders will be executed at the

Limit Price or better. In relation to CFDs on Index, Commodities and Bonds Limit Orders are released into the market as market orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the Best price available in the Market.

- Stop Loss (S/L) Orders are executed as described; These Orders are released into the market as Market Orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the Best Price available in the Market.
- Buy Stop and Sell Stop Orders for the opening position are executed as described. These Orders are released into the Market as Market Orders when they have been triggered and as such might be susceptible to Slippage. They are executed at the Best Price available in the Market.

**18.17** If the Client gives an Order which puts him in Breach of any Paragraph of this Agreement, the Company may in its absolute discretion fulfill such an Order to the extent it deems appropriate and the Client will not have any Right to cancel any resultant Partially Filled Order. The Client will be liable for the Breach of this Agreement and remain liable for the Settlement of the resultant Transaction in accordance with the terms of this Agreement.

**18.18** The Client acknowledges that Quotes displayed on the Company Website and on the Trading Terminal of the Client are Indicative Quotes.

**18.19** The Company provides Quotes by taking into account the Underlying Asset Price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the Current Bid and Ask Price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

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- 18.20** In the event that the Company is unable to proceed with an Order with regard to Price or Size or other reason, the Company will not send a Re-quote to the Client with the Price it is willing to deal.
- 18.21** The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the Status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.
- 18.22** It is the Client's responsibility to be aware of his Positions at all times.
- 18.23** All CFDs on Futures will have an Expiry and will have no Financing Charge. CFDs on Spot Crude will have a "Roll Charge" upon Expiry of the underlying Future. CFDs on Currencies and Spot Gold and Silver will have a daily Financing Charge, (variable month to month according to the underlying Market Prices). CFDs on single Stocks will also have a daily Financing Charge. Financing Charges for different types of CFDs appear in the Contract Specifications.
- 18.24** The Company has the Right to change the Contract Specifications at any time without any prior Notice to the Client; therefore the Client agrees to check the Contract Specifications of the Financial Instrument before placing an Order.
- 18.25** The 1 (One) Standard Lot Size is the Measurement Unit specified for each Financial Instrument. The Company may offer Standard Lots, Micro-Lots and Mini-Lots, in its discretion, as defined from time to time in the Contract Specifications.
- 18.26** The Client agrees that Trading Operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Adviser are executed completely under the Client's responsibility, as they depend directly on his Trading Terminal and the Company bears no responsibility whatsoever.
- 18.27** The Client agrees that placing a Stop Loss Order will not necessarily limit Losses to the intended amounts, because Market conditions may make it impossible to execute such an Order at the stipulated Price and the Company bears no responsibility whatsoever.
- 18.28** During the course of this Agreement in relation to all Individual CFD Trading, the Company will receive the Client Orders and transmit them for Execution to a Third Party, which will be the Execution Venue and Counterparty in the CFD. The Company will not be the Counterparty in a CFD.

## **19. MARGIN REQUIREMENTS**

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**19.1** The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such Limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.

**19.2** It is the Client's responsibility to ensure that he understands how a Margin is calculated.

**19.3** Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client two Business Days Written Notice prior to these amendments. In this situation the Company has the right to apply new Margin requirements to the new Positions and to the Positions which are already open.

**19.4** The Company has the right to change Margin requirements without prior notice to the Client in the case of Force

Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new Positions and to the Positions which are already open.

**19.5** If at any time Equity falls below a certain percentage, (specified in the Contract Specifications), of the necessary

Margin, the Company has the right to close any or all of the Client's Open Positions, without the Client's Consent or any prior Written Notice to him. In order to determine if the Client has breached this Paragraph, any Sums referred to therein which are not denominated in the Currency of the Client Account, shall be treated as if they were denominated in the Currency of the Client Account, by converting them into the Currency of the Client Account at the relevant Exchange Rate for Spot dealings in the Foreign Exchange Market.

**19.6** The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a

Margin Call payment when due.

**19.7** The Company has no obligation to make Margin Calls for the Client.

**19.8** Margin must be paid in Monetary Funds in the Currency of the Client Account. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

## **20. DECLINE OF CLIENT'S ORDERS, REQUESTS AND INSTRUCTIONS AND EVENTS OF DEFAULT**

**20.1** Without prejudice to any other provisions herein, the Company is entitled, at any time and at its discretion, without giving any Notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any

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Order or Request or Instruction of the Client, and the Client has no Right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- (a) if the Order or Request or Instruction precedes the first Quote in the Company Online Trading System on the Market Opening;
- (b) under Abnormal Market Conditions;
- (c) if the Client has recently made an unreasonable number of Requests in comparison to the number of

Transactions;

- (d) if the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available

Cleared Funds deposited in the Client Account to pay all the Charges of the particular Order;

- (e) it is impossible to proceed with an Order or Instruction regarding the Size or Price or the proposed Transaction is of such a size, (too small or too large), that the Company does not wish to accept that Order or Instruction or Transaction, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market or it is impossible for the Order or Request or Instruction to be executed, due to condition of the relevant underlying Market;

- (f) where the Company suspects that the Client is engaged in Money Laundering activities or Terrorist

Financing or other Criminal Acts;

- (g) in consequence of request of Regulatory or Supervisory Authorities of Cyprus or a Court Order;

- (h) where the legality or genuineness of the Order is under doubt;

- (i) there is absence of essential detail of the Order or the Order or Request or Instruction is not clear or has more than one interpretation;

- (j) the Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the

Contract Specifications;

- (k) a Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative

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Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);

- (l) Internet connection or Communications are disrupted;
- (m) a Force Majeure Event has occurred;
- (n) in an Event of Default of the Client;
- (o) the Company has sent a Notice of Termination of the Agreement to the Client.

**19.1 Each of the following constitutes an “Event of Default”:**

- (a) The failure of the Client to perform any obligation due to the Company;**
- (b) If an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client’s creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;**
- (c) The Client is unable to pay the Client’s debts when they fall due;**
- (d) Where any representation or warranty made by the Client made under paragraph 6.1 is or becomes untrue;**
- (e) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;**
- (f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 20.3;**
- (g) An action set out in paragraph 20.3 is required by a competent regulatory authority or body or court;**
- (h) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client’s wrongdoing;**
- (i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;**

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- (j) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;
- (k) The Company reasonably suspects that the Client performed abusive trading such as, but not limited to, Snipping, Scalping, Pip-hunting, Hedging, placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds on the System or the Platform or the application of artificial intelligence on the Client Account or the System or the Platform;
- (l) The Company reasonably suspects that the Client opened the Client Account fraudulently;
- (m) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

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

- (a) Terminate this Agreement immediately without prior notice to the Client;
- (b) Cancel any Open Positions;
- (c) Temporarily or permanently bar access to the System or Platform(s) or suspend or prohibit any functions of the Platform(s) until the Company can reasonably determine that an Event of Default occurred;
- (d) Reject or Decline or refuse to transmit or execute any Order of the Client until the Company can reasonably determine that an Event of Default occurred;
- (e) Restrict the Client’s trading activity until the Company can reasonably determine that an Event of Default occurred;
- (f) In the case of fraud, forgery or use of stolen cards reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country, or of the credit card company or of another financial institution;
- (g) Cancel or reverse any profits gained through abusive trading of such as, but not limited to, Snipping, Scalping, Piphunting, Hedging, placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds or the application of artificial intelligence on the Client Account or the System or the Platform or in case of the use of stolen cards, forgery, fraud or when the Client engaged into a criminal activity or money laundering; (h) Take legal action for any losses suffered by the Company;
- (i) Cancel or revoke any Bonuses awarded.

## 20. SWAP FREE CLIENT ACCOUNTS

- 20.1** The Company offers Swap Free Client Accounts for CFD trading in Currencies, Futures, Spot Crude Oil (Brent and West Texas Intermediate - WTI), Spot Gold and Spot Silver. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.
- 20.2** If the Client has a Swap Free Client Account, no Swaps or Roll over Charges will be applied to Trading Positions overnight. Any charges applicable to Swap Free Client Accounts appear in the Contract Specifications or on the Company's Website.
- 20.3** The Client who has a Swap Free Client Account may not hold his Floating Positions for a long time period and hence gain profits. In such an event, the Client must close the Floating Positions and Swaps will be applied retroactively.
- 20.4** Hedging a Position by its corresponding CFD Contract in a Swap Free Account is forbidden. In such an event, the Client must close the hedges immediately and Swaps will be applied retroactively.

## 22. PERSONAL DATA, CONFIDENTIALITY, RECORDING OF PHONE CONVERSATIONS AND KEEPING RECORDS

- 22.1** The Company may collect Client information directly from the Client, (in his completed Account Opening Application Form or otherwise) or from other Persons including, for example, Credit reference Agencies, Fraud Prevention Agencies and the providers of Public Registers.
- 22.2** The Company will use, store, process and handle Personal information provided by the Client, (in case of a Natural person), in connection with the provision of the Services, in accordance the Processing of Personal Data, (Protection of the Individual) Law of 2001.
- 22.3** Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, for Research and Statistical purposes and for Marketing purposes, (if the Client's consent is obtained where he is a Natural person). Information already in the public Domain, or already possessed by the Company without a duty of Confidentiality will not be regarded as confidential.

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

- (a) where required by Law or a competent Court;
- (b) where requested by CySEC or any other Regulatory Authority having control or jurisdiction over the Company or the Client or their Associates or in whose territory the Company has Clients;
- (c) to relevant Authorities to investigate or prevent Fraud, Money Laundering or other illegal activity;
- (d) to Execution Venues or any Third Party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- (e) to Credit Reference and Fraud Prevention Agencies, Third Authentication Service Providers and other Financial Institutions for Credit Reference Agencies, Fraud Prevention Agencies, Third Authentication Service Providers and other Financial Institutions for Credit checking, Fraud Prevention, Anti-Money Laundering purposes, Identification or Due Diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database, (public or otherwise), to which they have access. They may also use Client details in the future to assist other Companies for Verification purposes. A record of the search will be retained;
- (f) to the Company's Professional Advisors provided that in each case the relevant Professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well,;
- (g) to other Service Providers who create, maintain or process Databases (whether Electronic or not), offer Record keeping Services, E-mail transmission Services, Messaging Services or similar Services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- (h) to Data reporting Service Providers;
- (i) to other Service Providers for Statistical purposes in order to improve the Company's Marketing, in such a case the Data will be provided in an aggregate form;
- (j) to Market Research Call Centers that provide Telephone or E-mail Surveys with the purpose to improve the Services of the Company;
- (k) where necessary in order for the Company to defend or exercise its Legal Rights;

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- (l) at the Client's request or with the Client's consent;
- (m) to an Affiliate of the Company;
- (n) to successors or assignees or transferees or buyers for the purposes of paragraph 36.5;
- (o) Client Information is disclosed in relation to US taxpayers to the Inland Revenue in Cyprus, which will in turn report this information to the IRS of the US according to the Foreign Account Tax Compliance Act (FATCA) of the USA and the relevant intergovernmental agreement between Cyprus and the US.

**22.5** If the Client is an Individual, the Company is obliged to supply the Client, on request, with a copy of Personal Data which it holds about the Client, (if any), provided that the Client pays an administrative Fee.

**22.6** By entering into this Agreement, the Client will be consenting to the transmittal of the Client's Personal Data outside the European Economic Area, according to the provisions of Processing of Personal Data, (Protection of the Individual), Law of 2001.

**22.7** Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

**22.8** The Client accepts that the Company may, for the purpose of administering the Terms and Conditions of the Agreement, from time to time, make direct contact with the Client by Telephone, Fax, or otherwise.

**22.9** Under Applicable Regulations, the Company will keep records containing Client Personal Data, Trading Information, Account opening documents, Communications and anything else which relates to the Client for at least five years after Termination of the Client Agreement.

## 23. REPORTS AND CONFIRMATIONS

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- 23.1** Information on Order(s) status, Client Account status, Trade Confirmations and messaging Facility between the Parties will be sent to the Client either in Electronic Form by E-mail to the E-mail Address which the Company will have on record and/or provided via its Internal Mail System of the Company Online Trading System.
- 23.2** The Client is obliged to provide the Company with E-mail address for the purposes of paragraph 23.1. It is the Client's responsibility to inform the Company of any change to his E-mail address, (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before Settlement.
- 23.3** The Company will send to the Client, in the method specified above in paragraph 23.1, a Trade Confirmation in respect of each Executed Order. Trade Confirmations will be sent prior to the close of the Back Office on the Business Day following the day on which the Order is executed or if the Confirmation is received from a Third Party, no later than the first Business Day following receipt of the Confirmation.
- 23.4** If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation, (though the Transaction was made), the Client shall contact the Company. Trade Confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the Day of receipt of the said Trade Confirmation.
- 23.5** If the Company holds Client money, it shall send to him at least once every year a Statement of those Funds unless such a Statement has been provided in any other periodic Statements.
- 23.6** The Company will provide the Client with an online access to his Client Account via the Company Online Trading System, which will provide him with sufficient information in order to manage his Client Account and comply with CySEC Rules in regards to Client Reporting requirements, therefore the Company may not be providing the Client with a separate Annual Statements, (as stated in paragraph 23.5).

## 24. CLEARANCE AND PAYMENTS

- 24.1** No Fund or Assets will be transferred from one Party to the Other, in relation to any Transaction, except for the Clearing of your Losses by means of deductions by the Company, or another Authorized Agent on its behalf, from the Collateral or Profit Payments which accumulate in your Account, by the Company or an Authorized Agent on its behalf, or Deposit of additional Fund by you, to complete the Collateral needed for the Execution of the Transaction.
- 24.2** A Payment request will be transferred from the Balance of your Account to you not later than 24 hours from the date of the Company's receipt of your request.

**24.3** Any payment to you from the remaining Balance in your Account will be transferred back to you in the same manner it was deposited.

**24.4** It is your obligation to clear any Debit in your Account within 48 hours.

## 25. STOP LOSS ORDER

**25.1** A Stop Loss Order will be executed at the Exchange Rate you set. Such Transactions will be made as a Market Order as soon as the Exchange Rate is identical to the Order you issued.

**25.2** Notwithstanding Clause 25.1 above, the Company does not guarantee that the Stop Loss Order will be executed at the Rate you set, given that there may be situations that due to Market Conditions, (Liquidity, Extreme fluctuations, Force Majeure, opening of a new Trading Week in different Rates than the Closing Rates of the previous week, Gap and more), where the Stop Loss Order cannot be executed at the Rate you set but may be executed at a deficient or better Rate.

## 26. CESSATION OF TRADING, STATING INACCURATE RATES, FORCE MAJEURE, COMPUTER FAULTS AND COMMUNICATION

**26.1** You acknowledge and accept that the Trading Option provided by the System may be stopped or suspended at any time without prior Notice, due to matters beyond the Company's control. In such events you must contact the Trading Room to provide Instructions in relation to any Open Positions and you waive any Claim for damages / Law Suits / Cause for Legal Action against the Company in such cases.

**26.2** The Company shall not be responsible for any damage which you may incur as a result of Force Majeure and/or external event out of the Company's control. If the Company determines in its reasonable opinion that a Force Majeure Event exists, (without prejudice to any other Rights under the Agreement), the Company may without prior Notice and at any time take any or all of the following steps:

(a) increase Margin Requirements without notice;

(b) Close out any or all Open Positions at such Prices as the Company considers in Good Faith to be appropriate;

- (c) suspend or modify the application of any or all Terms and Conditions of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; (d) 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;
- (e) increase Spreads;
- (f) decrease Leverage.

**26.3** The Company shall not be liable to you for any damage suffered or incurred by you as a result of Communications delays or faults in the Internet Network, including failure of Computer or related Systems, whether such delays or faults occurred at the Telephone Company, Service Providers, Computers of Internet Providers, the Company's computers or your computers.

**26.4** The Company reserves the right to cancel any Transaction which due to an error of any kind, whether in calculation, system error and/or human error, whether under the Company's control or not, was executed under an inaccurate Exchange Rate or at the time of the Transaction did not reflect the Exchange Rate which existed at the time in the Foreign Currency Markets.

## 27. LICENCE

**27.1** The Company hereby grants you a personal non-transferable Licence to use the Company's Platform connected with the License, ("the Software"), forming part of the System, including all the Documentation Files which accompany the Software, ("Documentation") on a single Server, (if the software is Server based), ("Licence") or a Personal computer(s) which will support the number of Users simultaneously for which the Licence was issued and to make one Backup copy of the Software in accordance with the following conditions:

- (a) That the Software will be installed on one Server or Personal computer(s) only.
- (b) That no change will be made in the Software.
- (c) That you will use the Software and the Documentation only in relation to the Transactions contemplated under this Agreement.

**27.2** In addition to the above you agree not to perform a deep link to the Website to sell or to permit others access to the Website and not to copy materials which show on the site, in order to sell them to others or for any other purpose,

without written permission from the Company. In order to remove any doubt it is agreed that you will be obligated and liable for any use you will make of the Site, in violation of this section above.

**27.3** You hereby agree to use the information received from the Information Systems of the Company only for the purpose of performing Transactions within the System or the Website. In addition you agree not to use any Electronic Communication feature of the Service on the Site for any illegal activity or any activity that is offensive to a Third Party. The Company may terminate this Licence if it believes that you have breached the Terms and Conditions of this Licence or if certain information you have provided including without limitation, your e-mail address is inaccurate or if you have breached any Terms and Conditions contained in this Agreement and/or any Rules and Guidelines of the Company.

**27.4** You further agree that the Company may at its sole discretion, with or without notice, terminate your access to any of its Services and/or remove any information or content provided to you during the provision of the Services.

## 28. OWNERSHIP OF SOFTWARE

**28.1** You agree to use the Licence in accordance with the Terms and Conditions of this Agreement and any other directions advices given by the Company in writing from time to time. You know that title to and all Intellectual Property Rights in the Website including the System and any Documentation relating to the Website and/or System remain the exclusive property of the Company, (or its Licensors). Any use that is not in accordance with the Terms and Conditions of this Agreement is a breach of this Agreement and is prohibited.

**28.2** You may not advertise, present, disclose, rent, lease, change, lend, distribute or create Derivative works based on the Website or its underlying Software, or part thereof. You are not allowed to do reverse Engineering, change, translate, adjust or dismantle the Software and/or make any attempt to create the Original Code from the Destination Code of the Software. You are permitted to transfer the Software to other computers under your possession, as long as you use it only on one computer.

## 29. COPYRIGHT

**29.1** The Website, the Software, the Documentation, all content on the Website is copyrighted and may not be modified, reproduced or publicly displayed, performed or distributed or used for any public or commercial purposes and be used only in accordance with this Agreement. You may not sell or exchange for value the



information contained in the Website. The Website may contain a number of Registered Trademarks which are either owned by the Company or its Associate Companies or used with permission of the Registered Trademark Owners.

## 30. HYPERLINKS

**30.1** The Website may contain links to other Websites. You acknowledge that such Sites are controlled by Third Parties or offered by them. A link to a Site does not constitute an endorsement, permission, sponsorship or affiliation regarding such a Site, its Owners or Suppliers. You acknowledge and accept that you will verify the risks involved in the use of such Sites, before you extract, use, buy or rely on certain data provided by such Sites. You agree that under no circumstances you will demand from the Company reimbursement for any loss or damage which caused to you due to the use or reliance on any content, goods or Services available on such Sites and/or Website.

**30.2** The Company is not responsible for the “Privacy Policies” of such Sites. The Company “Privacy Policy” applies solely to information collected by the Company.

## 31. AMENDMENTS

**31.1.** The Company may upgrade the Client Account, convert Client Account type, upgrade or replace the Company Online Trading System or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.

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

(a) Where the Company reasonably considers that:  
· the change would make the terms of the Agreement easier to understand; or · the change would not be to the disadvantage of the Client.

(b) To cover:

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

31.3. The Company may change any of the terms of the Agreement for any serious reason not listed under paragraph 31.2. Where the Client is a natural person he shall have the right to terminate the Agreement without extra cost.

31.4. Where the Client is a natural person, for any change made under paragraphs 31.2. and 31.3., the Company shall provide the Client with advance notice of at least 15 Business Days and the Client shall have the right to terminate the Agreement without extra cost. The Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately. The notice of the Company shall be a Written Notice including a post on the Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

31.5. Where the Client is a legal entity the Company shall have the right to amend any terms of the Agreement for any reason( not just for the reasons of paragraphs 31.2. and 31.3.), by providing at least five Business Days notice to such Client. The Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately. Notice shall not have to be personal but may be posted on the Website.

31.6. Unless differently provided for elsewhere in this Agreement, the Company shall have the right to review its costs, fees, charges and commissions and Contract Specifications) from time to time in its discretion. Such changes shall be effected on the Platform and/or the Website and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be providing the Client with advance notice on its Website of at least 15 Business Days where the Client is natural person and five Business Days when the Client is a legal person. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

31.7. The Company shall have the right to review the Client's Categorization, according to Applicable Regulations and inform the Client accordingly of the change before it comes into effect by providing the Client with advance notice of at least five (5) Business Days. Notwithstanding paragraph 31.1, changing the Client's Categorisation may also mean changing the type of Client Account of the Client. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change.

## 32. CONFIDENTIALITY

**32.1** Unless the relevant Party has the prior written consent of the Other or unless required to do so by Law:

- (a) Each Party will preserve the confidentiality of all Confidential Information of the other obtained in connection with this Agreement. Neither Party will, without the prior written consent of the Other, disclose or make any Confidential Information available to any Person, or use the same for its own benefit, other than as contemplated by this Agreement.
- (b) Each Party's obligations under this Clause will survive Termination of this Agreement.
- (c) The provisions of Clauses 32.1(a) and 32.1(b) shall not apply to any information which:

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Address: 7 Omirou Street, 2nd Floor, Limassol 3095, Cyprus

Telephone: +35725870060 / Fax: 35725737443

Website: <http://fxglobe.com>, E-mail: [support@fxglobe.com](mailto:support@fxglobe.com)

1. is or becomes public knowledge other than by a Breach of this Clause;
2. is received from a Third Party who lawfully acquired it and who is under no obligation restricting its Disclosure;
3. is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
4. is independently developed without access to the Confidential Information.

## 33. TERMINATION OF AGREEMENT

**33.1** Each Party is entitled to terminate this Agreement immediately at any time, by giving the other Party at least a five Business Days Written Notice to that effect.

**33.2** The Company may, in its sole discretion, at any time discontinue providing or limit access to the Website, any areas of the Website including but not limited to, the Services and the Content. You agree that the Company may, in its sole discretion, at any time, terminate or limit your access to or use of the Website if, under appropriate circumstances, you are determined to have breached the Terms and Conditions of this Agreement. You agree that the Company will not be liable to you or any Third-Party for any termination or limitation of your access to or use of the Website.

**33.3** Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any Legal Rights or obligations which may already have arisen under the Agreement or any

Transactions and Deposit/Withdrawal Operations made there under.

**33.4** Upon Termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including, (but without limitation):

(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 realized 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.

**33.5** Upon Termination, 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.

**33.6** Upon Termination, 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 and close the Client Account.

**33.7** Upon Termination of this Agreement, the Company will be entitled without prior Notice to the Client, to cease to grant the Client access to the Company Online Trading System and/or Close the Client Account and/or convert any Currency and/or suspend or freeze or close any Open Positions or reject Orders.

**33.8** Upon Termination, if there is Balance in the Client's favor, the Company will, (after withholding such Amounts that in the Company's absolute discretion considers appropriate in respect of future Liabilities), pay such Balance to the Client as soon as reasonably practicable and supply him with a Statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee and/or any Custodian to also pay any applicable amounts. Such Funds shall be delivered in accordance to the Client's Instructions to the Client.

#### **34. COMMUNICATIONS AND WRITTEN NOTICES**

**34.1** Unless the contrary is specifically provided in this Agreement, any Notice, Instruction, Request or other Communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's address below, (or to any other address which the Company may from time to time specify to the Client for this purpose), by E-mail, Facsimile, Post if posted in Cyprus, or Airmail if posted outside Cyprus, or

Commercial Courier Service and shall be deemed delivered only when actually received by the Company at:

**FxGlobe Ltd.**

**7 Omirou Street, 2nd Floor, Limassol 3095, CYPRUS**

**Tel: +357 25870060, Fax: +357 25737443**

**Authorized & Regulated by Cyprus Securities and Exchange Commission (CySEC), License No. 205/13**

Address: 7 Omirou Street, 2nd Floor, Limassol 3095, Cyprus

Telephone: +35725870060 / Fax: 35725737443

Website: <http://fxglobe.com>, E-mail: [support@fxglobe.com](mailto:support@fxglobe.com)

E-mail: [support@fxglobe.com](mailto:support@fxglobe.com)

**34.2** In order to communicate with the Client, the Company may use any of the following: E-mail; Company Online Trading System Internal Mail; Facsimile Transmission; Telephone; Post; Commercial Courier Service; Air Mail; or the Company's Website. The methods of communication specified in this paragraph are also considered a Written Notice.

**34.3** Any Communications sent to the Client, (Documents, Notices, Confirmations, Statements, etc.), are deemed

received:

- (a) if sent by E-mail, within one hour after e-mailing it;
- (b) if sent by Company Online Trading System Internal Mail, immediately after sending it;
- (c) if sent by Facsimile transmission, upon receipt by the Sender of a transmission report from its Facsimile machine confirming Receipt of the message by Recipient's Facsimile machine during the Business Hours at its destination.
- (d) if sent by Telephone, once the telephone conversation has been finished;
- (e) if sent by Post, seven Calendar days after posting it;
- (f) if sent via Commercial Courier Service, at the date of signing of the document on receipt of such notice;
- (g) if sent by Air mail, eight Business Days after the date of their dispatch;
- (h) if posted on the Company Webpage, within one hour after it has been posted.

**34.4** In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

**34.5** Faxed documents received by the Company may be electronically scanned and reproduction of the scanned

version shall constitute conclusive evidence of such faxed instructions.

## 35. EXCLUSIVE JURISDICTION

**35.1** This Agreement is governed by the Laws in effect in the Republic of Cyprus and all Parties to this Agreement agree to submit to the non-exclusive Jurisdiction of the Courts of the Republic of Cyprus. For the avoidance of doubt, this Clause is inserted for the benefit of the Company and does not prevent the Company from commencing proceedings in any other relevant Jurisdiction.

## 36. GENERAL

**36.1** This Agreement, together with the “Terms and Conditions,” “Risk Disclosure” and “Trading Terms” and any other Notices or Instructions given to you under this Agreement, supersede and extinguish all prior Agreements, Representations, (whether oral or written) and understandings and constitute the entire Agreement between you and the Company relating to the Services and any other matters dealt with in this Agreement.

**36.2** If there is more than one Client who have signed this Agreement, the Client’s obligations under this Agreement shall be joint and several

**36.3** This Agreement may not be amended except in writing signed by both Parties.

**36.4** You may not assign or transfer any Rights to any other Person without the Company’s prior Written Consent.

**36.5** The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing 15 Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company, lapse of its CIF license or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of transfer, assignment or novation, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing 15 Business Days prior Written Notice to the Client.

**36.6** In case these Terms and Conditions are translated into a language other than English, then the English version of the Terms shall prevail where there is an inconsistency.

## 37. LIMITATIONS OF LIABILITY

**37.1** In the event the Company provides information, recommendations, news, information relating to Transactions, Market commentary or research to the Client. (or in newsletters which it may post on its Website or provide to Subscribers via its Website or otherwise), the Company shall not, in the absence of its Fraud, willful default or gross negligence, be liable for any Losses, Costs, Expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the Right of the Company to void or close any Transaction in the specific circumstances set out the Agreement, any Transaction following such inaccuracy or mistake, shall nonetheless remain valid and binding in all respects on both the Company and the Client.

**37.2** The Company will not be held liable for any Loss or damage or Expense or Loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

- (a) any error or failure in the operation of the Company Online Trading System;
- (b) any delay caused by the Client Terminal;
- (c) Transactions made via the Client Terminal;
- (d) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
- (e) the Acts, Omissions or Negligence of any Third Party;
- (f) any Person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- (g) all Orders given through and under the Client's Access Data;
- (h) unauthorized Third Persons having access to information, including electronic addresses, electronic communication, Personal Data and Access Data when the above are transmitted between the Parties or any other Party, using the Internet or other Network Communication Facilities, Post, Telephone, or any other Electronic Means;
- (i) a delay transmitting any Order for Execution;

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Website: <http://fxglobe.com>, E-mail: [support@fxglobe.com](mailto:support@fxglobe.com)



- (j) the solvency, Acts or Omissions of any Third Party referred to in paragraph 15.1;
- (k) if a situation of paragraph 15.4 above arises;
- (l) Currency Risk;
- (m) Slippage;
- (n) any of the Risks relating to CFDs Trading materializes;
- (o) any changes in the Rates of Tax;
- (p) any acts, omissions or negligence of the Introducing Broker or any information or representations or services or advertising/marketing material provided by the Introducing Broker to the Client in any means or format.;
- (q) the Client using Trailing Stop and/or Expert Adviser. (r) the Client relying in Stop Loss Orders.

**37.3** 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 any Order, it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

**37.4** The Company shall in no circumstances be liable to the Client for any consequential, special or indirect Losses, damages, Loss of Profits, Loss of opportunity, (including in relation to subsequent Market movements), Costs or Expenses the Client may suffer in relation to the Agreement.

**37.5** To the extent permitted by Law, the Company's total Liability under any Claim of any nature arising directly or indirectly from any Service or the use of the System, will not exceed the amount of Funds deposited to your

Account which, in the opinion of the Company, is for a Transaction that is directly relevant to such Claim.

## 38. INDEMNITY

**38.1** You will upon demand, indemnify the Company, its Members, Directors, Managers, Officers, Employees and Agents from and against any or all Liability, loss or damage arising out of or in connection with any action taken, not taken,

or any transaction entered into or not entered into by the Company under this Agreement. The Company is entitled to apply the Balance in your Account in payment of any Liability you have to the Company by way of Security, Right of Setoff or otherwise.

## 39. ILLEGALITY

**39.1** Should any event occur which has the effect of making or declaring it unlawful or impracticable for the Company to offer its Services in accordance with the Terms and Conditions outlined in this Agreement, the Company may immediately terminate this Agreement by providing written notice to you. Termination of this Agreement will also result in the closure of all Positions. Any such termination will not relieve you of any obligations you may have to the Company in accordance with this Agreement prior to its Termination.

**39.2** In accordance with this clause, such events include any change in Law, Regulation, Treaty, Order, Official Directive or Ruling or in their interpretation or application by any Governmental Authority or Agent, the introduction, implementation, and operation of taking effect of, any Law, Regulation, Treaty, Order or official Directive or Ruling.

## 40. COMPLAINTS AND DISPUTES

**40.1** If the Client wishes to report an error or a complaint, he must send an e-mail to the Company's Customer Support

Department at [complaints@fxglobe.com](mailto:complaints@fxglobe.com). The Following information will need to be included:

1. Client Name and Surname;
2. Client Account number;
3. Detailed Enquiry description;
4. The affected Transaction numbers, if applicable;
5. The Date and Time that the issue arose.

**40.2** If the Client receives a response from the Customer Support Department but deems that the matter needs to be addressed further, the Client may ask the Customer Department to forward it to the Compliance Department or contact directly the Compliance Department at [Compliance@fxglobe.com](mailto:Compliance@fxglobe.com).

**40.3** Both the Customer Support Department and the Compliance Department shall:

(a) send an initial response to the Client within 14 Business Days respectively;

(b) try to resolve the matter as soon as reasonably possible;

(c) inform the Client of the outcome.

**40.4** The Client must inform the Company about any trading error within 24 hours from the error time, otherwise the Company will not be able to investigate the error.

**40.5** Any trading error coming from the Company will be amended.

**40.6** If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of Good Faith and Fairness and by taking such action as is consistent with Market practice.

**40.7** The Client's Right to take Legal action remains unaffected by the existence or use of any Complaints Procedures referred to above.

## 41. COMPANY'S CONTACT DETAILS

**42.1** Clients shall communicate with the Company at the following address: **Correspondence Address:**

**FxGlobe Ltd.**

7 Omirou Street, 2nd Floor,

Limassol 3095,

Cyprus

Tel : 00357-25870060

Fax : 00357-25737443

**Authorized & Regulated by Cyprus Securities and Exchange Commission (CySEC), License No. 205/13**

Address: 7 Omirou Street, 2nd Floor, Limassol 3095, Cyprus

Telephone: +35725870060 / Fax: 35725737443

Website: <http://fxglobe.com>, E-mail: [support@fxglobe.com](mailto:support@fxglobe.com)

**Customer Service :**

E-mail: [support@fxglobe.com](mailto:support@fxglobe.com)

**The Physical Location of the Company is:**

7 Omirou Street, 2nd Floor, Limassol 3095, Cyprus

## 42. DECLARATION

**42.1** The Client declares that he has read, understood and accepted these **“Terms and Conditions”** in their entirety.

**42.2** The Client declares that he has read, understood and accepted the document entitled **“Risk Disclosure”** and he has understood the warnings contained in this document.

**42.3** By accepting these **“Terms and Conditions”**, the Client declares that he has read, understood and accepted all the

information provided in the following Documents, available on the Website of the Company:

Conflicts of Interest Policy

Privacy Policy

Risk Disclosure Policy Investor

Compensation Fund MiFID Client

Categorization Policy

Policy to Act in the Best Interest of the Client

## Complaint Handling Policy

- 42.4** The Client declares that he consents and agrees to direct advertising through cold calling by any Means, including but not limited to, by Phone, E-mail and Facsimile.
- 42.5** The Client declares that he is over 18 years old and/or has full capacity, (in case of Legal Entities) to enter and be bound by this Agreement and that he is not prohibited by the Legislation/Regulations of his Country of Residence to enter into this Agreement.
- 42.6** The Client declares that all information provided in the “**Account Application Form**” is true, accurate, complete and not misleading and that he undertakes to inform the Company of any changes that might occur to the Data/Information provided in the “**Account Application Form**”.

## 43. INTRODUCING BROKER

If your account is introduced to us, you acknowledge and agree that:

- 43.1** the Company is a separate and independent Entity from the Introducing Broker and the Company shall not be responsible or accountable or liable for the conduct and/or representations of the Introducing Broker.
- 43.2** The Company is not bound by any separate Agreements entered into between the Client and the Introducing Broker.
- 43.3** It is hereby agreed and understood that although the Company cooperates with the Introducing Broker, it is not possible for the Company to control the information, services, marketing material or representations made by the Introducing Brokers and for this reason the Company is not bound by any representations, services, commitments, promises, assurances or guarantees made by the Introducing Broker to the Client, even if these appear to have been made on behalf of the Company and/or authorized by the Company or by any marketing or promotional material distributed by the Introducing Broker concerning the Company.



- 43.4** The Company does not guarantee the correctness, accuracy, suitability, completeness or practicality of any information or representations or services or advertising/marketing material provided by the Introducing Broker to the Client. Relying or using any information or representations or services or advertising/marketing material provided by the Introducing Broker is at the Client's own risk and the Company SPECIFICALLY DISCLAIMS any liability.
- 43.5** The Client acknowledges and confirms that his Agreement or relationship with the Introducing Broker may result in additional Costs, since the Company may pay Commission Fees or Charges to the Introducing Broker. Such will be disclosed to the Client as provided under Applicable Regulations.

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